



Kenya Electricity Generating Company Plc

KGN-LEG-05-2023

Rfx: 5000012797

**TENDER FOR THE PROVISION OF INSURANCE SERVICES FOR
YEAR 2023-2024**

(OPEN NATIONAL TENDER)

Kenya Electricity Generating Company Plc
KenGen Pension Plaza II, 9th Floor,
Kolobot Road, Parklands
P.O. Box 47936 - 00100
NAIROBI.
Website: www.KenGen.co.ke

May, 2023

INVITATION TO TENDER

PROCURING ENTITY: KENYA ELECTRICITY GENERATING COMPANY PLC.

CONTRACT NAME AND DESCRIPTION: TENDER FOR THE PROVISION OF INSURANCE SERVICES FOR THE YEARS 2023 -2024

1. **KenGen PLC Ltd** invites sealed tenders for the provision of Insurance Services for **(Tender for the Provision of Insurance Services for the Years 2023 -2024)**
2. Tendering will be conducted under **Open National Tendering** method using a standardized tender document and is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **0800Hrs to 1700Hrs** at the address given below

General Manager, Supply Chain
Tel: (254) (020) 3666000
Email: tenders@kengen.co.ke
4. Tender documents may be viewed and/or downloaded from the website www.kengen.co.ke
5. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of KES 1000/=One thousand Kenya shillings) in cash or Banker's Cheque and payable to the address given below. Tender documents obtained electronically will be free of charge.
6. Tender documents may be viewed and downloaded for free from the website (www.kengen.co.ke). Tenderers who download the tender document must forward their particulars immediately to (tenders@kengen.co.ke) to facilitate any further clarification or addendum.
7. All Tenders must be accompanied by a Tender Security of **KES 2,000,000.00** or equivalent a freely convertible currency valid for 30 days beyond the tender validity period from any reputable banks registered by the Central Bank of Kenya and **MUST** be submitted in a plain sealed envelope and clearly marked **Tender for the Provision of Insurance Services for the Years 2023 -2024**
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be submitted through the address below on or before **[17th May 2023at 10.00 am]**
10. Tender shall be submitted through the Electronic Tender address <https://eprocurement.kengen.co.ke:50001/irj/portal> is permitted.

Internet Explorer and Firefox Mozilla are the preferred web browsers.

11. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

Kenya Electricity Generating Company PLC
Stima Plaza, **KenGen Pension Plaza II, 9th Floor,**
Kolobot Road, Parklands
P.O. BOX 47936-00100
NAIROBI

The addresses referred to above are:

a) Address for obtaining further information and for purchasing tender documents

Kenya Electricity Generating Company PLC
Stima Plaza, **KenGen Pension Plaza II, 9th Floor**,
Kolobot Road, Parklands,
P.O. BOX 47936-00100,
NAIROBI
Tenders@kengen.co.ke; cc

b) Address for Submission of Tenders.

General Manager, Supply Chain
Kenya Electricity Generating Company PLC
Stima Plaza, **KenGen Pension Plaza II, 9th Floor**,
Kolobot Road, Parklands
P.O. BOX 47936-00100
NAIROBI

c) Address for Opening of Tenders.

General Manager, Supply Chain
Kenya Electricity Generating Company PLC
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100, Ground Floor

*KenGen adheres to high standards of integrity in its business operations.
Report any unethical behavior immediately to any of the provided anonymous hotline service.*

- 1) Call Toll Free: 0800722626;
- 2) Free-Fax: 00800 007788;
- 3) Email: kengen@tip-offs.com
- 4) Website: www.tip-offs.com

GENERAL MANAGER, SUPPLY CHAIN

PART 1 ~ TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

- 1.1 This tendering document is for the delivery of Insurance services, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the **TDS**.

2. Definitions

2.1 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) If the contexts requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year but can be extended by the period specified in the **TDS**.

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civils actions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
 - f) Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
 - g) Would be providing goods, works, or services resulting from or directly related to the insurance services specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
 - (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given

opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website www.ira.go.ke

4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.ira.go.ke

4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Qualification of the Tenderer

5.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6. Sections of Tendering Document

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV – Tendering Forms

PART 2: Procuring Entity's Requirements

- v) Section V–Schedule of Requirements

PART 3: Contract

- vi) Section VI-General Conditions of Contract (GCC)
- vii) Section VII-Special Conditions of Contract (SCC)
- viii) Appendix to the Contract–Insurance Policy

6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward

copies of its response to all tenderers who have acquired the Tender D documents in accordance with IIT 7.4, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under IIT 8 and IIT 22.2.

7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the TDS if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to IIT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8 Clarification of Tendering Document

8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with IIT 6.3, including description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under IIT 9 and IIT 23.2.

9 Amendment of Tendering Document

9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with IIT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with IIT 8.1.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with IIT 23.2 below.

C. Preparation of Tenders

10. Cost of Tendering

10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

11. Language of Tender

11.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

12. Documents Comprising the Tender

12.1 The Tender shall comprise the following:

- a) **Form of Tender** prepared in accordance with ITT 13;
- b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
- d) **Alternative Tender:** if permissible in accordance with ITT 14;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) **Conformity:** documentary evidence in accordance with ITT 17, that the Services conform to the tendering document.
- i) **Sample Insurance Policy** for each type of insurance required, and
- j) Any other document required **in the TDS.**

12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the Tender.

13. Form of Tender and Schedule of Requirements

13.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

14. Alternative Tenders

14.1 Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

15. Tender Prices and Discounts

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies payable by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the

Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16. Currencies of Tender and Payment

16.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the TDS.

17. Documents Establishing Conformity of Services

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procuring Entity's requirements specified in Section VII, Schedule of Requirements.

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers' qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

17.4 The purpose of the information described in IIT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under IIT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences IIT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act

was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18. Documents Establishing the Eligibility and Qualifications of the Tenderer

18.1 To establish Tenderer's eligibility in accordance with IIT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.

18.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In the event that pre-qualification of Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Tenders

19.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with IIT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with IIT 20, it shall also be extended for an appropriate responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in IIT 19.3.

20. Tender Security

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to IIT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 If a Tender Security is specified pursuant to IIT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

20.5 If a Tender Security is specified pursuant to IIT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to IIT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) If the successful Tenderer fails to:
 - i) Sign the Contract in accordance with ITT 45; or
 - ii) Furnish a performance security in accordance with ITT 46.

20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

21. Format and Signing of Tender

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

21.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

22. Sealing and Marking of Tenders

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

- a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and
- b) in an envelope marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 14, and if relevant:
 - i) in an envelope marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
 - ii) in the envelope marked "COPIES -ALTERNATIVE TENDER" all required copies of the alternative Tender.

22.2 The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- c) Bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- d) Bear a warning not to open before the time and date for Tender opening.

22.3 The outer-envelopes shall:

- a) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- b) Bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- c) Bear a warning not to open before the time and date for Tender opening.

22.4 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

23 Deadline for Submission of Tenders

23.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Tenders

24.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

25 Withdrawal, Substitution and Modification of Tenders

25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

25.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

26. Tender Opening

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.

26.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

26.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

26.9 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

27. Confidentiality

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

28 Clarification of Tenders

28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

29 Deviations, Reservations, and Omissions

29.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

30. Determination of Responsiveness

30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
 - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 17 and ITT 18 to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31. Non-conformities, Errors and Omissions

31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

32. Arithmetical Errors

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from an incorrect calculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. Comparison of Tenders and Conversion to Single Currency

33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with IIT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.

33.2 For evaluation and comparison purposes, the currency (I e s) of the Tender shall be converted in a single currency as specified **in the TDS**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS**.

34 Margin of Preference and Reservations

34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

34.2 A margin of preference shall not be allowed unless it is specified so in the TDS.

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in IIT 33.4.

34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

35 Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this IIT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

- a) Prices offered by the Tenderer, corrected appropriately in accordance with IIT 32;
- b) Price adjustment due to discounts offered in accordance with IIT 15.4;
- c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with IIT 33.2;
- d) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with IIT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

36 Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with IIT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and Abnormally high tenders

Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

37.6

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.7 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Qualification of the Tenderer

38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to IIT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

39.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any

liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

41. Notice of Intention to enter into a Contract

41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

42. Standstill Period

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

43. Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44. Negotiations

44.1 The negotiations shall be held at the place indicated in the TDS with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

45. Letter of Award

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the TDS, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:





- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement, and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Procurement Related Complaint

49.1 The procedures for making Procurement-related Complaints are as specified in the TDS.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Insurance services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	A. General																								
ITT 1.1	<p>The reference number of the Invitation for Tenders is: [KGN-LEG-05-2023] The Procuring Entity is: Kenya Electricity Generating Company Plc The name of the Contract is: TENDER FOR THE PROVISION OF INSURANCE SERVICES FOR THE YEAR 2023 -2024</p>																								
ITT 2.1(a)	<p>Tender submission. Electronic –Procurement System</p> <p>The tender MUST be submitted through our e-procurement platform found at www.kengen.co.ke (https://eprocurement.kengen.co.ke:50001/irj/portal)</p> <p>SUBMISSION OF TENDERS:</p> <p>For suppliers registering for the first time using the link https://supplierregistration.kengen.co.ke:4302/slc_selfreg ensure the “Public Tender” checkbox is ticked so that the login details are sent to suppliers automatically.</p>  <p>It is a mandatory requirement that all documents are uploaded to the c-folder of the SRM System through the link https://eprocurement.kengen.co.ke:50001/irj/portal ‘Technical RFX response’. Responses documents attached to the ‘notes and attachments’ tab will not be considered for evaluation.</p>  <p>Prices MUST be entered under item tab of the RFX and MUST be similar to the prices in the price/BoQ Schedule.</p>  <p>Bidders should confirm on the supplier portal that the status of their RFX response shows “Submitted” and not “Saved” to ensure their RFX response is submitted.</p> <table border="1" data-bbox="399 1220 1300 1299"> <thead> <tr> <th>Event Number</th> <th>Event Description</th> <th>Event Type</th> <th>Event Status</th> <th>Start Date</th> <th>End Date</th> <th>Response Number</th> <th>Response Status</th> </tr> </thead> <tbody> <tr> <td>500000</td> <td>Test Bid Invite to Bidders</td> <td>Open Tendering</td> <td>Published</td> <td>22.09.2023</td> <td>15.02.2024</td> <td>600000</td> <td>Saved <input checked="" type="checkbox"/></td> </tr> <tr> <td>500000</td> <td>Test 4 in sus portal</td> <td>Open Tendering</td> <td>Published</td> <td>15.02.2024</td> <td>15.02.2024</td> <td>600000</td> <td>Submitted <input checked="" type="checkbox"/></td> </tr> </tbody> </table> <p>Bidders who have submitted their bids should not click on WITHDRAW but click on EDIT to amend their bid response with appropriate changes if they desire to do so.</p> <p>Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.</p>  <p>Bidders to note that system challenges/support related to bid submission issues shall be addressed 48 hours before tender opening date and time.</p>	Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	500000	Test Bid Invite to Bidders	Open Tendering	Published	22.09.2023	15.02.2024	600000	Saved <input checked="" type="checkbox"/>	500000	Test 4 in sus portal	Open Tendering	Published	15.02.2024	15.02.2024	600000	Submitted <input checked="" type="checkbox"/>
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500000	Test 4 in sus portal	Open Tendering	Published	15.02.2024	15.02.2024	600000	Submitted <input checked="" type="checkbox"/>																		
ITT 2.2	The commencement date and duration of the Insurance cover shall be 1st July 2023 to 30th June 2024																								
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: _____ <i>[insert a number]</i> . Not Applicable																								
B. Contents of Tendering Document																									
ITT 7.1 8.1	<p>For Clarification of Tender purposes only, the Procuring Entity’s address is:</p> <p>Attention: General Manager, Supply Chain Kenya Electricity Generating Company PLC, KenGen RBS Pension Plaza II, 9th Floor, Kolobot Road, Parklands, P.O. Box 47936, 00100 NAIROBI.</p>																								

	<p>tenders@kengen.co.ke; dnyioka@kengen.co.ke hmbaiko@kengen.co.ke</p> <p>Web page: www.kengen.co.ke</p> <p>Requests for clarification should be received by the Procuring Entity no later than: seven (7) days before tender closing date.</p> <p>Response to clarifications shall be done not later than five (5) days before the tender closing date.</p>
ITT 7.2	<p>Pre-Tender meeting [“shall”] take place at the following date, time and place:</p> <p>Pre-bid meeting will be held virtually on 9th May 2023 at 10.00am through the following link.</p> <p>You are invited to a Zoom meeting.</p> <p>When: 9th May 2023, 10:00 AM Nairobi</p> <p>Register in advance for this meeting:</p> <p>https://kengen-co-ke.zoom.us/meeting/register/tZModOurqT8jGdRgATXcUwTqdr1CUmFITMiY</p> <p>After registering, you will receive a confirmation email containing information about joining the meeting</p>
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than five (5) days before the meeting.
ITT 7.5	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is www.kengen.co.ke
ITT 14.1	Alternative tenders “shall not be” considered.
ITT 15.5	The prices quoted by the Tenderer “shall not” be subject to adjustment during the performance of the Contract.
ITT 16.1	The currency of the Tender and the currency of payments shall be Kenya Shillings .
ITT 18.3	Prequalification [“has not”] been undertaken.
ITT 19.1	The Tender validity period shall be [126 One Hundred and Twenty Six] days.
ITT 20.1	<p>A Tender Security [shall be] required.</p> <p>The Original Tender Security of KES 2,000,000.00 or equivalent a freely convertible currency valid for 30 days beyond the tender validity period from any reputable banks registered by the Central Bank of Kenya and MUST be submitted in a plain sealed envelope and clearly marked “KGN-LEG-05 - 2023- TENDER FOR PROVISION OF INSURANCE SERVICES 2023-2024.”</p> <p>And addressed to:</p> <p>General Manager Supply Chain, Kenya Electricity Generating Company PLC, 9th Floor, KenGen Pension Plaza II, Kolobot Road, Parklands P.O. Box 47936, 00100 NAIROBI.</p> <p>The hard copy of the Original Tender Security clearly labeled should be dropped at the tender box located on Ground Floor at KenGen, KenGen, RBS building on or before the tender closing date and Time ; 17th May 2023 at 10.00 a.m.</p> <p>E- Tender securities are acceptable and shall be authenticated by the QR scanner on the date and time of tender opening.</p> <p>E- Tender securities must be submitted as per above instruction</p>
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney signed and stamped by the commissioner for oaths.
D. Submission and Opening of Tenders	
ITT 23.1	For Tender submission purposes only, the Procuring Entity’s address is:
	Kenya Electricity Generating Company PLC,

Ground Floor, KenGen Pension Plaza I,
Kolobot Road, Parklands,
P.O. Box 47936, 00100
NAIROBI.

ITT 23.1

The deadline for Tender submission is:

For Tender submission purposes only, the Procuring Entity's address is:

General Manager, Supply Chain
Kenya Electricity Generating Company PLC,
Ground Floor, KenGen Pension Plaza I,
Kolobot Road, Parklands,
P.O. Box 47936 - 00100
NAIROBI.

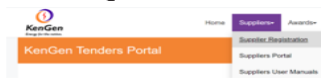
The deadline for Tender submission is:

Date: **17th May 2023**

Time: **10:00am**

Tender documents Must be submitted through our e-procurement platform found at www.kengen.co.ke (<https://eprocurement.kengen.co.ke:50001/irj/portal>)

For suppliers registering for the first time using the link https://supplierregistration.kengen.co.ke:4302/slc_selfreg ensure the **"Public Tender"** checkbox is ticked so that the login details are sent to suppliers automatically.



It is a mandatory requirement that all documents are uploaded to the **c-folder** of the SRM System through the link <https://eprocurement.kengen.co.ke:50001/irj/portal> **'Technical RFX response'**. Responses documents attached to the **'notes and attachments'** tab **will not be considered for evaluation**.



Prices **MUST** be entered under item tab of the RFX and **MUST** be similar to the prices in the price/BoQ Schedule.

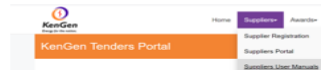


Bidders should confirm on the supplier portal that the status of their RFX response shows **"Submitted"** and not **"Saved"** to ensure their RFX response is submitted.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status
5000000	Test Bid Invite to Bidders	Open Tendering	Published		22.09.2022	6000000	Save <input checked="" type="checkbox"/>
5000000	Test 4 in sus portal	Open Tendering	Published		15.02.2023	6000000	Submitted <input checked="" type="checkbox"/>

Bidders who have submitted their bids should not click on WITHDRAW but click on EDIT to amend their bid response with appropriate changes if they desire to do so.

Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.



Bidders to note that **system challenges/support** related to bid submission issues shall be **addressed 48 hours before** tender opening date and time.

ITT 26.1

The Tender opening shall take place online.

Kenya Electricity Generating Company PLC,
6th Floor, KenGen Pension Plaza II, Kolobot Road,
Parklands,
P.O. Box 47936, 00100
NAIROBI.

Tender Opening date and time **17th May 2023 at 10.30 a.m.**

Note; In an effort to curb the spread of the COVID-19 pandemic the following measures shall apply:

	<p><input type="checkbox"/> Where bidders or their representatives choose to attend the bid opening, KenGen shall limit the persons to a maximum of 5 people, whom shall be nominated by the bidders present for the opening session.</p> <p><input type="checkbox"/> The tender opening shall be conducted in a spacious environment and observing a social distance of at least 1.5 meters away from each other. Screening and registration of all attendees shall take place in all sessions.</p> <p><input type="checkbox"/> Failure to attend the bid opening shall not invalidate the process. Bidders can request for the tender opening minutes of the tender opening session through the following email address tenders@kengen.co.ke</p>
E. Evaluation and Comparison of Tenders	
ITT 33.2	Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya before comparing all the responsive tenders.
ITT 34.1	Margin of preference shall not be allowed .
F. Award of Contract	
ITT 47.1	Performance security shall be at 10% of the Contract Price
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppoa.go.ke or email complaints@ppoa.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>General Manager, Supply Chain, Kenya Electricity Generating Company PLC, Ground Floor, KenGen RBS Pension Plaza I, Kolobot Road, Parklands, P.O. Box 47936, 00100 NAIROBI.</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) The terms of the Tender Documents; and (ii) The Procuring Entity's decision to award the contract.</p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

- a) The Service Providers are invited to submit a proposal for PROVISION OF INSURANCE SERVICES FOR THE YEARS 2023 -2024
- b) The proposals should clearly include, the taxes, duties, fees, levies, and other impositions imposed under the applicable law, on the Service Providers, in relation to the assignment.
- c) Rates and fees must be expressed, and will be paid, in **Kenya Shillings**

2. Preliminary examination for Determination of Responsiveness

A. Brokers' Mandatory Requirements.

No	Requirements
MR 1	A copy of the Certificate of Incorporation issued by the Registrar of Companies. Must have been in existence in brokerage operation for at least eight (8) years from the date of registration. Certified, signed & stamped by an Advocate of the High Court of Kenya. This certification must not be dated more than three (3) months to the tender closing date
MR 2	Valid Tax Compliance Certificate.
MR 3	A copy of the current Single Business Permit issued by the County of operation
MR 4	Duly filled, signed & stamped Tenderer's Eligibility Confidential Business Questionnaire form
MR 5	Duly filled and signed and stamped form of tender
MR 6	Duly filled and signed and stamped price schedule
MR 7	Duly filled and stamped Addendum(s)/Clarification(s) issued must be attached (Where Applicable).
MR 8	The Tender MUST be submitted in the required format and Sequentially serialized on each page of the bid submitted.
MR 9	The tender has been dully signed by the person lawfully authorized to do so through the power of Attorney. Power of Attorney should be signed and stamped by a Commissioner for Oaths. A power of Attorney shall not be required where the bidder is a sole-proprietor or the only shareholder of a company.
MR 10	Tender documents Must be submitted through our e-procurement platform found at www.kengen.co.ke (https://eprocurement.kengen.co.ke:50001/irj/portal)
MR 11	Duly filled signed and stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015.
MR 12	Duly filled signed and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.
MR 13	Duly filled signed and stamped Certificate of Independent Tender Determination
MR 14	Duly filled signed and stamped Declaration and Commitment To The Code Of Ethics

MR 15	<p>A Tender Security “shall be” required.</p> <p>The Original Tender Security of KES 2,000,000.00 or equivalent a freely convertible currency valid for 30 days beyond the tender validity period from any reputable banks registered by the Central Bank of Kenya and MUST be submitted in a plain sealed envelope and clearly marked “KGN-LEG-05 -2023- TENDER FOR PROVISION OF INSURANCE SERVICES FOR THE YEARS 2023 -2024”</p> <p>International bidders should have tender security through local reputable corresponding banks registered by the Central Bank of Kenya.</p>
MR 16	<p>Year 2023 copy of Insurance Regulatory Authority (IRA) Practicing License/Certificate certified, stamped and signed by IRA. This certification must not be dated more than three (3) months to the tender closing date.</p>
MR 17	<p>Year 2023 membership certificate from AIBK (Association of Insurance Brokers of Kenya) certified, signed & stamped by AIBK. This certification must not be dated more than three (3) months old to the tender closing date.</p>
MR 18	<p>A copy of the Professional Indemnity Policy document of not less than KShs. 300 million from a reputable insurance company in Kenya and valid renewal confirmation/endorsement for more than ninety days after the closing date of the tender certified, signed & stamped by the issuing underwriter (KenGen reserves the right to confirm the validity of the policy document/renewal endorsement with the issuing underwriter).</p>
MR 19	<p>A copy of certified Bank Guarantee of KShs. 3 million Certified, signed & stamped by an Advocate of the High Court of Kenya. This certification must not be dated more than three (3) months old to the tender closing date</p>
MR 20	<p>A copy of the certificate of confirmation of Directors & Shareholding CR12. This certificate must not be dated more than three (3) months to the tender closing date and MUST be certified, signed & stamped by an Advocate of the High Court of Kenya.</p>
MR 21	<p>Current Curriculum Vitae of the proposed staff for assignment, signed a 11 pages by the respective staff. It must also be stamped and signed on all pages by the Principal Officer, supported by academic and professional certificates certified, stamped & signed by an Advocate of High Court of Kenya (at least for four staff). (Attach proof of active employment before three months to the tender closing date).</p>
MR 22	<p>Provide copies of the audited books of accounts 2020 & 2021. KenGen reserves the right to check the authenticity of these books of accounts. The copies of the audited books are to be certified, stamped& signed by the auditing firm for the purposes of this tender. This certification must not be dated more than three (3) months to the tender closing date. Bidders must clearly indicate the Auditor’s (Institute of Certified Public Accountants of Kenya) ICPAK practicing license registration number in the audited financial statements report.</p>
MR 23	<p>Must attach at least five (5) reference letters from reputable clients excluding KenGen indicating that the broker has experience in handling insurance business with an annual premium turnover of not less than Kshs. 350 million (Kenya shillings three hundred and fifty million) cumulatively underwritten in the calendar year 2022 only, excluding medical and motor business. The letter must be current for the purpose of this tender and duly completed on client letter head and should conform to Schedule E. Recommendation Form as per the Schedule E must be accompanied by certified ,stamped & signed letter (s) of award/contract by the client supporting the said declared premium in the calendar year 2022 only.</p>

MR 24	Current proof of compliance with statutory requirements from the following: 1. National Social Security Fund 2. National Hospital Insurance Fund; And to be certified by NSSF and NHIF respectively.
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Note; Only those bidders who qualify under the Mandatory requirements will proceed for detailed technical evaluation.

A proposal must achieve a minimum score of 75 marks and proceed to financial evaluation.

Detailed Technical evaluation for Insurance Brokers

	<u>Evaluation Criteria</u>	<u>Max %</u>
1.	<p>Years of experience of the firm Maximum Ten (10) marks attach current certified, stamped & signed certificate of incorporation. Between 8 -10 years - eight (8) Marks</p> <p>Over 10 years experience - Ten (10) Marks</p>	10
2.	<p>Technical capability of the Broker to handle non-motor claims of over Kes. 350 million paid in the last two calendar years i.e. 2021 & 2022 cumulatively excluding KenGen PLC. (Provide evidence in form of certified & signed discharge voucher(s) and proof of payment from a reputable underwriter in Kenya (certified, stamped & signed by underwriters excluding motor, medical and group life).</p> <p>a) Claims paid above KShs. 350 Million –Thirteen (13 marks) b) Claims paid up to & above KShs. 250 Million– Ten (10 marks) c) Claims paid below KShs. 150 Million –Seven (7 marks)</p>	13
3.	<p>Claims Management for the last two calendar years (2021-2022). Provide evidence (Discharge voucher and proof of payment ((bank remittance; copy of cheque) with date, signed , stamped and certified by the underwriter for the duration taken to settle non motor claims of at least KShs 30,000,000.00 per claim excluding KenGen claims upon full claims documentation (excluding group life, motor & medical) certified by underwriter. Certification must not be more than three (3) months to the tender closing date).</p> <p>a) Settlement of at least five (5) claims within fourteen (14) days (15 Marks) b) Settlement of at least five (5) claims within thirty days (30days (10 marks) c) Settlement of at least five(5) claims within sixty (60) days (5 marks) d) Settlement of claims five (5) claims over sixty (60) days (0 marks)</p>	15
4.	<p>Underwriting experience of the service provider, in the Energy Sector, large manufacturing or corporate entity in the last two years 2021 and 2022. (Maximum fifteen (15 marks). Attach at least five (5) current reference letters for the purpose of this tender (excluding KenGen) on a letterhead, certified, signed & stamped by the client- This certification must not be dated more than three (3) months to the tender closing date).</p> <p>I. A total non-motor premium, excluding medical business, and group life premium only up to & above KShs 500 million cumulatively – Fifteen (15marks) II. A total non-motor premium, excluding medical business, and group life premium only & above KShs. 400 million cumulatively – Twelve (12 marks) III. A total non-motor premium, excluding medical business, and group life premium upto KShs. 300 million cumulatively Nine (9 marks)</p>	15

5.	<p>Experience in Risk Survey, Training and other add-on/additional services for the last three calendar years (2020 -2022) (certified, signed & stamped by client- These certifications must not be dated more than three (3) months to the tender closing date)</p> <ul style="list-style-type: none"> i. Experience of the firm to handle Risk survey and the ability to handle Power Generation risk or large organization risks (attach reference letters in client's letter head). The reference letter must not be dated more than one year old to the tender closing date. Maximum of Four (4) marks each reference one (1) mark. ii. Ability to reduce cost of Insurance premium (Attach evidence of cost reduction in premiums which the firm has done in the last two calendar years 2021-2022 and how the client reduced premium cost) Maximum Four (4) marks (attach at least four reference letters - One (1) Mark for each reference). iii. Client testimonials and references in satisfaction with the quality and effectiveness of the services, and the ability of the broker to implement the risk management measures, concepts and strategies. One (1) Mark for each reference Maximum (5) marks. 	13
6.	<p>Qualification & Competence (All the certificates and CVs to be stamped, signed & Certified by an Advocate of The High Court of Kenya) (Maximum 15Marks) Qualifications and competence of 4 key staff as follows;</p> <ul style="list-style-type: none"> a) Principal Officer <ul style="list-style-type: none"> - University Graduate one (1) Mark - ACII/AIHK certified one (1) Mark - Experience Minimum 15 years- one (1 Mark). b) Three (3) other Technical Officers <ul style="list-style-type: none"> - University Graduate one (1) Mark each (maximum 3 marks) - Diploma ACII/AIHK -One (1 Mark) each (Maximum 3 Marks) c) Experience Minimum 7 years -One (1 Mark) each (maximum 3 marks) <p>Current Professional Membership (2023) from Institute of Insurance or any other Insurance institute for the principal and the three technical staff. three 3 Marks (1 mark for each membership)</p>	15
7.	<p>Provide documentary evidence of certified paid up capital-CR12 be stamped, certified & signed by the principal officer or the Managing Director)</p> <ul style="list-style-type: none"> I. Up to KShs. 30,000,000 (nominal shares) Five (5 Marks) II. Up to KShs. 20,000,000 (nominal shares) Four (4 Marks) III. Up to KShs. 15,000,000 (nominal shares) Three (3 Marks) 	6

8	<p>Current detailed Operational Plan and Methodology for the purpose of this tender-</p> <p>This will include detailed execution of service, work plan and timeframe on the following:-</p> <p>I. Claims Management - Turnaround time, handling of loss adjusters e.t.c (2 Marks)</p> <p>II. Underwriting- Placement of new covers and review of policy documents. Provide details on how this will be done for KenGen, two (2 marks)</p> <p>III. Copies of Service level Agreement (SLA) showing turnaround time with the underwriters within the last one-year (2022) from at least three underwriters (1 Mark) for each (maximum 3 marks), stamped, certified & signed by the underwriter and must not be dated more than three (3) months to the tender closing date.</p>	13
	<p>IV. Attach current (2023) Company profile containing organizational structure and staffing levels and the name of staff.(One (1) Mark)</p> <p>V. Detailed work plan on which KenGen's various classes will be implemented including the system available to support the work plan.(two (2) Marks</p> <p>VI. Availability of an Insurance software/System - attach a current certified & signed copy of contract with the service provider for the purpose of this tender. Three (3) marks.</p>	
	Total Marks	100 Mark

Note: KenGen has the right to verify all the tender documents.

MANDATORY REQUIREMENTS PROPOSED UNDERWRITERS

NO	PROPOSED UNDERWRITERS' MANDATORY REQUIREMENTS - GENERAL BUSINESS BOTH LEAD AND CO-INSURERS
MR 1	Registration certificate under the Companies Act
MR 2	The Underwriters proposed by the Service Provider should be limited liability companies registered under the Companies Act and must have been in existence in underwriting General business for a period of not less than ten (10) years.
MR 3	Operating license certified as a true copy of the original by the Insurance Regulatory Authority (IRA).
MR 4	2023 Registration as a Member of the Association of Kenya Insurers, must be stamped, signed & certified copy by (AKI).
MR 5	The underwriter must submit copies of 2020 and 2021 audited books of accounts.
MR 6	Must attach at least five (5) reference letters from reputable clients excluding KenGen indicating that the broker has experience in handling insurance business with an annual premium turnover of not less than Kshs. 350 million (Kenya shillings three hundred and fifty million) cumulatively underwritten in the calendar year 2022 only, excluding medical and motor business. The letter must be current for the purpose of this tender and duly completed on client letter head and should conform to Schedule E. Recommendation Form as per the Schedule E must be accompanied by certified ,stamped & signed letter (s) of award/contract by the client supporting the said declared premium in the calendar year 2022 only.
MR 7	The Lead Insurer to be GCR rated a minimum of B (in year 2022) (For Engineering and Fire Classes – Lot 1to Lot5)
MR 8	Both the lead and co-insurers to have a paid-up capital of not less than kshs.600 million as per IRA Annual Report for the year ending as of 31st December 2021.
MR 9	An annual Gross premium of not less than Kshs 1.0 Billion for both the Lead Underwriter and co-insurers in General Business (excluding Motor Vehicles & Medical business portfolio for both Lead and co-insurers) (as per the Insurance Regulatory Authority (IRA) Insurance Industry Annual Report as at 31st December 2021).
MR 10	Copy of Valid Tax Compliance Certificate
MR 11	Certified List of current lead reinsurers and co-reinsurers. This must be on letter head and it must be signed and stamped.
MR 12	Confidential Business Questionnaire dully filled stamped and signed.
MR 13	Duly filled and stamped and signed Addendum(s)/Clarification(s) issued must be attached (Where Applicable)
MR 14	The Tender MUST be submitted be in the required format and serialized on each page of the bid submitted.
MR15	The tender has been duly signed by the person lawfully authorized to do so through the power of Attorney
MR16	Duly filled signed and stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015
MR 17	Duly filled signed and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice
MR 18	Duly filled signed and stamped Certificate of Independent Tender Determination
MR 19	Duly filled signed and stamped Declaration and Commitment to The Code of Ethics
MR 20	A copy of current Single Business Permit issued by the County of operation
MR 21	Duly filled and executed/signed Tender form.
MR 22	Tender documents Must be submitted through our e-procurement platform found at www.kengen.co.ke (https://eprocurement.kengen.co.ke:50001/irj/portal
C	Current Fire and Engineering Reinsurance Cover/Treaty slips, for the period 01.01.2023-31.12.2023,signed,dated and stamped by both the lead and follow reinsures

	<p>A Tender Security “shall be” required. The Original Tender Security of KES 2,000,000.00 or equivalent a freely convertible currency valid for 30 days beyond the tender validity period from any reputable banks registered by the Central Bank of Kenya and MUST be submitted in a plain sealed envelope and clearly marked “KGN-LEG-05 -2023- TENDER FOR PROVISION OF INSURANCE SERVICES FOR THE YEARS 2023 -2024” International bidders should have tender security through local reputable corresponding banks registered by the Central Bank of Kenya.</p>
NO	PROPOSED UNDERWRITERS’ MANDATORY REQUIREMENTS-GROUP LIFE
MR 1	PREMIUM TURN OVER - The underwriter proposed by the Service Provider shall have underwritten the following Annual Gross premium for the year 2021 as per (Insurance Regulatory Authority) IRA Annual Report for the year ending as of 31st December 2021.
MR 2	Group Life Business: Annual Gross premium of not less than Kshs. 600 million in 2021.
MR 3	Paid up Capital of Kes 400 million as per IRA Annual Report for the year ending as of 31 st December 2021.
MR 4	Must give current recommendation letters dated not more than (3) three months from the closure date of the tender) from at least five (5) clients for whom they have handled insurance business in the last year (2022) with not less than Kes. 70 Million per client for Group Life business only.
MR 5	Registration certificate under the Companies Act.
MR 6	The Underwriters proposed by the Service Provider should be limited liability companies registered under the Companies Act and must have been in existence in underwriting Life Business for a minimum period of not less than ten (10) years.
MR 7	Copy of Valid Tax Compliance Certificate
MR 8	Certified List of current lead reinsurers and co-reinsurers. This must be on letter head and it must be signed and stamped.
MR 9	Confidential Business Questionnaire dully filled signed and stamped.
MR 10	Duly filled and signed and stamped price schedule.
MR 11	Duly filled and stamped Addendum(s)/Clarification(s) issued must be attached (Where Applicable)
MR 12	The Tender MUST be submitted be in the required format and sequentially serialized on each page of the bid submitted.
MR 13	The tender has been dully signed by the person lawfully authorized to do so through the power of Attorney.
MR14	Tender documents Must be submitted through our e-procurement platform found at www.kengen.co.ke (https://eprocurement.kengen.co.ke:50001/irj/portal)
MR 15	Duly filled signed and stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015.
MR16	Duly filled signed and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.
MR17	Duly filled signed and stamped Certificate of Independent Tender Determination.
MR 18	Duly filled signed and stamped Declaration and Commitment to The Code of Ethics.
MR 19	A copy of current Single Business Permit issued by the County of operation.
MR 20	Duly filled and executed/signed Tender form.
MR 21	Current Cover/Treaty slips, for the period 01.01.2023-31.12.2023,signed,dated and stamped by both the lead and follow reinsures
MR 22	The underwriter must submit copies of 2020 and 2021 audited books of accounts.

MR 23	<p>A Tender Security “shall be” required. The Original Tender Security of KES 2,000,000.00 or equivalent a freely convertible currency valid for 30 days beyond the tender validity period from any reputable banks registered by the Central Bank of Kenya and MUST be submitted in a plain sealed envelope and clearly marked “KGN-LEG-05 -2023- TENDER FOR PROVISION OF INSURANCE SERVICES FOR THE YEARS 2023 -2024”</p> <p>International bidders should have tender security through local reputable corresponding banks registered by the Central Bank of Kenya.</p>
NO	FINANCIAL EVALUATION
	<p>Quotation from the underwriter must be signed and stamped by the Chief Executive Officer or Managing Director / Principal Officer plus a letter authorizing the broker where applicable to submit the quotation from the respective underwriter/Insurer. Quotation(s) not meeting this requirement will be considered non-responsive.</p>
	<p>The lowest evaluated bidder will be considered for an award subject to the two criteria below</p>
	<p>a) Total award shall not exceed 20% of the entire tender sum being contracted out by KenGen.</p>
	<p>b) In the event the total award exceeds 20% of the entire tender being contracted out by KenGen, KenGen will award the next most responsive Service Provider.</p>

Note: Only those underwriters who qualify under the Mandatory requirements will proceed for detailed technical evaluation.

Technical Evaluation For Insurance Companies - General Insurance Companies

Note: Only those underwriters who qualify under the Mandatory requirements will proceed for detailed technical evaluation.

Technical Evaluation For Insurance Companies - General Insurance Companies

	EVALUATION CRITERIA-GENERAL INSURANCE	SCALE	MAXIMUM
1	Years of experience of the firm	<ul style="list-style-type: none"> ➤ 10 years – (2 Marks) ➤ over 10 years experience - (4 Marks) 	Four (4)
2	Share Capital filed with IRA as at 31 st December 2021	<ul style="list-style-type: none"> ➤ Above Kshs. 1 billion (10Marks) ➤ Between Kshs. 600 Million and Kshs. 1 Billion (8 Mark) 	Ten (10)
3	Underwriter Gross annual premiums for year 2021 excluding Motor and medical Insurance Business as per IRA report 2021	<ul style="list-style-type: none"> ➤ Between Kshs. 3.0 Billion to Kshs. 5 Billion (10 Marks) ➤ Between Kshs. 2 Billion to Kshs. 3.0 Billion (8 Marks) ➤ Between Kshs. 1.0 Billion to Ksh.2 Billion (6 Marks) ➤ Below Ksh. 1 Billion (0 Marks) 	Ten (10)
4	Total Equity as per IRA 2021	<ul style="list-style-type: none"> ➤ Above Kes 4 Billion (10 marks) ➤ Above Kes. 3 Billion to 4 Billion (8 marks) ➤ Above Kes. 1 Billion to 3 Billion (7 marks) ➤ Below Kes. 1 Billion (5 marks) 	Ten (10)
5	<p>Training & Risk Management</p> <p>Customer Relationship Management (CRM)</p>	<ul style="list-style-type: none"> ➤ Proposed training -target KenGen staff in insurance-related matters. Maximum of two (2) marks ➤ Risk Survey: Commitment letter to carry out risk survey ~ identifying, analyzing, and prioritizing risks, and developing strategies and action plans to mitigate or manage those risks .Maximum of two (2) marks ➤ Write up on proposed assets valuation. Maximum of two (2) marks <p>Demonstrate the following.</p> <ul style="list-style-type: none"> ➤ Customer Data Management 1 mark ➤ Digital Client Engagement 1 mark ➤ Automation and Workflow Management 1 mark ➤ Cybersecurity and Data Privacy 1 mark 	Ten (10)
6	Underwriting experience in handling large General Insurance Corporate Business excluding Motor & medical business. At least	<ul style="list-style-type: none"> ➤ Attach at least ten (10) clients with premiums of over Kes. 500 million 	Ten (10)

	<p>ten (10) reference letters from current clients 2021-2022 served over the last two calendar years (Excluding KenGen).</p> <p>(Attach the said current client award letters/Contract and reference letter which must be signed, certified & stamped on client's letter head) certification should not be dated more than three months before tender closing.</p>	<p>accumulatively excluding Motor and medical (10 Mark)</p> <ul style="list-style-type: none"> ➤ Attach at least Seven (7) client with premiums of over Ksh. 400 million excluding Motor and medical (5Mark) ➤ Attach at least five (5) client with premiums of over Ksh. 300 million excluding Motor and medical (3 Mark) ➤ Attach at least two (2) client with premiums of over Ksh.200 million excluding Motor and medical (2 Mark) 	
7	<p>Qualification & Competence (All the certificates and CVs to be stamped, signed certified, signed & stamped by an Advocate of the High Court of Kenya on all pages certification should be within three months before tender closing.</p>	<p>a) Principal Officer /Managing Director-4 Marks)</p> <ul style="list-style-type: none"> ➤ Master's Degree one (1) Mark ➤ University Graduate one (1) Mark ➤ Fully qualified ACII/AIHK one (1) Mark ➤ Experience Minimum 20 years-current CV. One (1) Mark. <p>b) General Manager -3 Marks</p> <ul style="list-style-type: none"> ➤ University Graduate one (1) Mark ➤ Fully qualified ACII/AIHK one (1) Mark ➤ Experience Minimum 20 years-current CV. One (1) Mark. <p>c)Three (3) other Technical Officers (9 Marks) Underwriting Manager, Claims Manager & Reinsurance Manager</p> <ul style="list-style-type: none"> ➤ University Graduate (1) Mark for each (Maximum 3 Marks) ➤ Diploma in ACII/AIHK (1) Mark for each (Maximum 3 Marks) ➤ Experience Minimum 15 years current CVs. (0.5) Mark for each (Maximum 1.5 Marks) ➤ Current Professional Membership (2023) from Institute of Insurance or any other Insurance institute the three technical staff. (0.5) Mark for each (Maximum 1.5 Marks) 	Fifteen (15)

8	Claims Management for the last two calendar years (2021-2022). Provide evidence (Discharge voucher and proof of payment (bank remittance; copy of cheque) duration taken to settle non motor claims of at least KShs 50,000,000.00 per claim excluding KenGen claims upon full claims documentation (excluding group life, motor & medical)	<p>a) Settlement of at least five (5) claims within fourteen (14) days- 5 marks</p> <p>b) Settlement of at least five (5) claims within thirty (30) days (3 marks)</p> <p>c) Settlement of at least five(5) claims within sixty (60) days (2 marks)</p> <p>d)Settlement of claims five (5) claims over sixty (60) days (0 marks)</p>	Five (5)
9	Recommendation letters from at least five (5) insurance brokers (stamped, signed, and certified by the issuing broker) - certification should be within three months before tender closing.	➤ Attach five (5) recommendation letters from five (5) different Licensed Insurance brokers for the year 2023 (1 Mark each)	Five (5)
10	Underwriters Management of the insurance policies.	<p>Provide a methodology & work plan through which the underwriter will manage KenGen’s Insurance portfolio.</p> <p>➤ Insurance Cover Placement Strategy to include:</p> <ul style="list-style-type: none"> • Process flow of insurance cover placement & underwriting indicating all deliverables & expected milestones (3 marks). • Implementation plan (2 marks) <p>➤ Claims Management - Illustrating a clear working plan and Turnaround time. (3 marks)</p>	Eight (8)
12	GCR rating	<p>➤ Above A rating five (5 marks)</p> <p>➤ Below A rating three 3 (marks)</p>	Five (5)
13	Underwriter capacity & claims management	<p>➤ Loss Ratio 60% and below (2 marks); more than 60% (1 mark)</p> <p>➤ Business mix (60/40 motor : non-motor, (2 marks) more than 60/40 (1 mark)</p> <p>➤ Market Share more than 8% (2marks) less than 8% (1 mark)</p> <p>➤ References and Testimonials on Underwriting and claims – five (5) reference letters (2 marks). Less than five (5) that five (1 mark) should be certified signed and stamped within three months before the tender closing by the client.</p>	Eight (8)
TOTAL MARKS			100

	EVALUATION CRITERIA - GROUP LIFE INSURANCE	SCALE	MAXIMUM
1	Years of experience of the firm	<ul style="list-style-type: none"> ➤ 10 years – (2 Marks) ➤ over 10 years experience - (4 Marks) 	Four (4)
2	Share Capital filed with IRA as at 31 st December 2021	<ul style="list-style-type: none"> ➤ Above Kshs. 500 Million (10Marks) ➤ Between Kshs. 400 Million and Kshs. 500 Million (8 Mark) 	Ten (10)
3	Underwriter Gross annual premiums for year 2021 Business, as per IRA report 2021 (Group Life Only)	<ul style="list-style-type: none"> ➤ Above Kshs. 1.0 Billion (15 Marks) ➤ Between Kshs. 500 million to 1 Billion (13 Marks) 	Fifteen (15)
4	Total Equity as per IRA 2021	<ul style="list-style-type: none"> ➤ Above Kes 2 Billion (10 marks) ➤ Above Kes. 1 Billion to 2 Billion (8 marks) ➤ Below Kes. 1 Billion (5 marks) 	Ten (10)
5	Customer Relationship Management (CRM)	<p>Demonstrate the following.</p> <ul style="list-style-type: none"> ➤ Customer Data Management (2.5) marks. ➤ Digital Client Engagement (2.5) marks ➤ Automation and Workflow Management (2.5) marks. ➤ Cybersecurity and Data Privacy (2.5) marks. 	Ten (10)
6	<p>Underwriting experience in handling large Corporate Group Life business(premium), Five (5) reference letters from current clients 2021-2022 served over the last two calendar years (Excluding KenGen)</p> <p>(Attach the said current client award letters/Contract and reference letter which must be signed, certified & stamped on client's letter head) certification should not be dated more than three months before tender closing.</p>	<ul style="list-style-type: none"> ➤ Attach at least five (5) clients with premiums of over Kes. 350 million accumulatively (10 Marks) ➤ Attach at least three (3) clients with premiums of over Ksh. 250 million excluding Motor and medical (8Mark) ➤ Attach at least two (2) clients with premiums of over Kshs. 150 million (3 Mark) 	Ten (10)
7	Qualification & Competence (All the certificates and CVs to be stamped, signed & certified, by an Advocate of the High Court of Kenya on all pages certification and should be within three months before tender closing.	<p>a) Principal Officer /Managing Director- Four (4) Marks.</p> <ul style="list-style-type: none"> ➤ Master's Degree one (1) Mark ➤ University Graduate one (1) Mark ➤ Fully qualified ACII/AIHK one (1) Mark ➤ Experience Minimum 20 years-current CV One (1) Mark. <p>b) General Manager –Three (3) Marks</p> <ul style="list-style-type: none"> ➤ University Graduate one (1) Mark ➤ Fully qualified ACII/AIHK one (1) Mark ➤ Experience Minimum 20 years-current CV. One (1) Mark. <p>c)Three (3) other Technical Officers (9 Marks) Underwriting Manager, Claims</p>	Fifteen (15)

		<p>Manager & Reinsurance Manager</p> <ul style="list-style-type: none"> ➤ University Graduate (1) Mark for each (Maximum 3 Marks) ➤ Diploma in ACII/AIHK One (1) Mark for each (Maximum 3 Marks) ➤ Experience Minimum 15 years current CVs (0.5) Mark for each (Maximum 1.5 Marks) ➤ Current Professional Membership (2023) from Institute of Insurance or any other Insurance institute the three technical staff. (0.5) Mark for each (Maximum 1.5 Marks) 	
8	Claims Management for the last two calendar years (2021-2022). Provide evidence (Discharge voucher and proof of payment (bank remittance; copy of cheque) duration taken to settle group life claims of at least KShs 20,000,000.00 per claim excluding KenGen claims upon full claims documentation	<ul style="list-style-type: none"> a) Settlement of at least five (5) claims within fourteen (14) days- 5 marks b) Settlement of at least five (5) claims within thirty (30) days (3 marks) c) Settlement of at least five(5) claims within sixty (60) days (2 marks) d)Settlement of five (5) claims over sixty (60) days (0 marks) 	Five (5)
9	Free cover Limit	<ul style="list-style-type: none"> ➤ Above Kes. 30 Million (5 marks) ➤ Between Kes 20 million to Kes.30 million (3 marks) ➤ Below Kes.20 million (2 marks) 	Five (5)
10	Underwriters Management of the insurance policies.	<p>Provide a methodology & work plan through which the underwriter will manage KenGen's Insurance portfolio</p> <ul style="list-style-type: none"> ➤ Insurance Cover Placement Strategy to include: <ul style="list-style-type: none"> • Process flow of insurance cover placement & underwriting indicating all deliverables & expected milestones (3 marks). • Implementation plan (2 marks) ➤ Claims Management - Illustrating a clear working plan and Turnaround time. (3 marks) 	Eight (8)
11	Underwriter capacity & claims management	<ul style="list-style-type: none"> ➤ Loss Ratio 60% and below (2 marks); more than 60% (1 mark) ➤ Market Share more than 10% (2marks) ➤ less than 10% (1 mark) ➤ References and Testimonials on Underwriting and claims – five (5) reference letters (4 marks). Less than 	Eight (8)

		five (5) that five (2 mark) should be certified signed and stamped within three months before the tender closing by the client.	
	TOTAL MARKS		100

Technical Evaluation For Insurance Companies – Group Life Insurance Companies

Note: Only those bidders who qualify under the technical requirements will proceed for financial evaluation as recommended by the Insurance broker or based on **DIRECTLY** submitted bids by Underwriters. The pass mark of technical requirements will be 75%. **Note: only those bidders who qualify under the technical requirements will proceed for financial evaluation. The pass mark of technical requirements will be 75%.**

FINANCIAL EVALUATION CRITERIA UNDER ITT 35.

These are mandatory requirements.

This involves a conclusive determination of the Tenderers' and Recommended Underwriters' responsiveness to KenGen's Schedule of Requirements, Details of Service and conducting a financial comparison involving a combination of the following Key Criteria:

This will include confirming the following: -

- (a) Premiums quoted;
- (b) Premium rates indicated;
- (c) Excesses quoted;
- (d) Discounts offered in monetary terms;
- (e) Recommended Underwriters' responsiveness;
- (f) Supporting Quotations from Recommended Underwriters and a consideration of any variations thereafter;
- (g) KenGen shall not accept any acceptance conditions in any submitted bid. All clauses shall form an integral part of the policies.
- (h) KenGen shall only evaluate the proposals on the basis of responsiveness to the Tender Document requirements;
 - i) All applicable premium rates must be indicated together with the quotations. It is the responsibility of the tenderers and recommended underwriters to ensure that indicated premium rates are in compliance with the terms of the Recommended Underwriter's existing reinsurance treaties and are acceptable to the Insurance Regulatory Authority and that the Procuring Entity is not prejudiced in any manner whatsoever.

Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (h) the following criteria shall apply:

- (i) Duly filled and signed price schedules.
- (ii) Award shall be as per the quoted rate and benefit included in the risk note as per Appendix A1
 - a. Quotation from the underwriter must be signed and stamped by the Managing Director Manager or Principal Officer and a letter authorizing the broker (where applicable) to submit the quotation from the respective underwriter/Insurer. Quotation not meeting this requirement will be considered non-responsive.
 - b. The lowest evaluated bidder will be considered for an award subject to the criteria below.
 - (i) Total award shall not exceed 20% of the entire tender sum being contracted out by KenGen
 - (ii) In the event the total award exceeds 20% of the entire tender being contracted out by KenGen, KenGen will award the next most responsive Service Provider.

SECTION IV- TENDERING FORMS

1. Form of Tender

INSTRUCTIONS TO TENDERERS

- i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) All italicized text is to help Tenderer in preparing this form.*
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER and TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESSQUESTIONNAIRE all attached to this Form of Tender.*
- iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - a) Tenderer's Eligibility-Confidential Business Questionnaire*
 - b) Certificate of Independent Tender Determination*
 - c) Self-Declaration of the Tenderer*

Date of this Tender submission: _____ [*insert date (as day, month and year) of Tender submission*]

ITT No.: _____ [*insert number of ITT process*]

To: _____ [*insert complete name of Procuring Entity*]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on the execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
- d) **Conformity:** We offer to provide the Insurance Services in conformity with the tendering document of the following: [*insert the list of items tendered for and a brief description of the Insurance Services*];

SCHEDULE OF TENDERED ITEMS ND PRICES

1	2	3	4	5	6	7
No of item to be insured	Brief description of item to be insured	Value of item to be insured	Insurance period	Insurance Premium per annum (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service per annum
Lot 1						
Lot 2						
Lot 3						
Lot 4						
Lot 5						

Lot 6						
Lot 7						
Lot 8						
Lot 9						
Lot 10						

- a) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: [*Specify in detail each discount offered.*]
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- b) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document.
- d) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in ‘
- e) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- f) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];
- g) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [*insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,*]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

[Delete if not appropriate or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive.
- (o) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (p) **Collusive practices:** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and
- (q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - I) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1-Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **:.....[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:..... [insert complete title of the person signing the Tender

] Signature of the person named above:.....[insert signature of person whose name and capacity are shown above] Datesigned:.....[insert date of signing] day of [insert month],[insert year].

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority.	
11	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

(b) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

- i) Private or public Company.....
- ii) State the nominal and issued capital of the Company.....
 Nominal Kenya Shillings (Equivalent).....
 Issued Kenya Shillings (Equivalent).....
- iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

- i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/ have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ [Name of Procuring Entity] for: _____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor.
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements.
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement, or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____
Title _____
Date _____
_____ /

Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/ Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**
..... for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is dep one d to here in above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I,(person) on behalf of ***(Name of the Business/ Company/ Firm)*** declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness Name

.....

Sign.....

Date.....

D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive, or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding.
- ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence.
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - a) Shall not take part in the procurement proceedings;
 - b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) Shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

RECOMMENDATION FORM E

[To be completed on Client’s letterhead]

Date:

To: Kenya Electricity Generating Company Plc
 Pension Plaza Phase II, Kolobot Road, Parklands
 P.O. Box 47936 – 00100, GPO
 NAIROBI, KENYA

This is to certify that:

.....

[Name of Insurance Broker]

who is participating in your pre-qualification of Insurance Brokerage Services Tender KGN-LEG-05-2022 has provided us with Insurance Brokerage services as follows;

(i) Insurance Policies Handled:

Class of Insurance	Insurance Period Year 2022	Total Underwritten Premium in each class
	Total premium Written	

(ii) Insurance Claims Handled in the last two (2) years i.e 2021 & 2022

Class of Insurance for claims handled	Time the claim was reported	Time the claim was paid	Value of claims handled in Kshs.	Turnaround Time of Claim Settlement

(iii) Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the Services of above Insurance Broker in the following areas:-	Excellent 80-100	Good 50-79	Average 50	Poor Below 50
Claims Handling				
Underwriting Responsiveness				
General Customer Care				

Declaration

We confirm that the above Insurance Brokerage firm was engaged to provide insurance brokerage services for the said policies for the above said period.

Annual premium paid for during calendar year 2022 is approximately KShs.....

Name of Authorized Signatory.....

Title/Designation

Signature :.....

Date :.....

Official Stamp of the Insured:

Telephone Contacts:

SERVICE PROVIDERS SERVICE LEVEL AGREEMENT (SLA)

- 1) Underwriter in accordance with the tender submitted.
- 2) Arrange the immediate placement of KenGen's risk with insurers/co- insurers and undertake a periodic technical rating of such insurers/co- insurers, and advise KenGen accordingly.
- 3) Provide prompt and satisfactory service on the general management of the policy, correspondence and claim review meetings;
- 4) Analyze, review, and scrutinize the policy document and any endorsements there-in prior to forwarding to KenGen.
- 5) If the entire policy document is found to be satisfactory, such document to be deposited with the Insurance Manager not later than fifteen (15) days of inception of cover;
- 6) Ensure preparation of monthly claims bordereaux which must be submitted to KenGen by the 5th of the following month;
- 7) Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;
- 8) Negotiate with the qualified Underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
- 9) Provide appropriate risk improvement recommendation;
- 10) Such other services as may be related or ancillary to the due performance of the above work.
- 11) Once the claim is fully documented, the discharge voucher should not take more than fourteen (14) days before the settlement.
- 12) Prompt settlement and processing of claims. Cheques to be received not more than 14 days after execution of discharge voucher /Loss acceptance form.
- 13) Reconciliation of premium accounts should be done on a monthly basis and any pending payments must be sent to KenGen together with the specific debit notes. Statements should show clearly how the final balance due or credit has been arrived at and must attach forwarding instructions and computations.
- 14) The Service provider shall avail a panel of three Loss Adjustors in the event of a claim, and KenGen at its discretion may choose the loss Adjustor from the insurer's panel.
- 15) Lead underwriters should have 40% share and Co-insurers should be a minimum of three (3) and a maximum of four (4) in number. The Lead and Co-insurers must comply with the criteria set in the mandatory requirements and technical for underwriters. The remaining 60% should be shared equally among the co-insurers.
- 16) The Service Provider shall recommend the lead underwriter per policies with the lowest total premium. Engineering /Fire Policies/Con Loss Policies/ must be co-insured. Therefore, the service provider shall recommend Co-insurers for the purpose of this bid as per the criteria on underwriters.
- 17) KenGen may at its discretion accept or refuse the co-insurers recommended by the Service provider. Further, KenGen will have discretion to change co-insurer at renewal if documented claims are not paid within sixty days (60) after execution of discharge vouchers.
- 18) Claimants under the Permanent Total Disability (PTD) who have been awarded incapacity of 2% or less shall not be subjected to a mandatory medical re-examination or second medical opinion by the insurer if the claimant has no complaint. KenGen runs in-house medical scheme and medical expenses reimbursements for Group personal Accident (GPA) will be based on certified copies of payment receipts/invoice and payment will be made on account.
- 19) Quotations on underwriters' letterheads must be obtained from the respective underwriters for every class of insurance and submitted together with Proposal Form 3A and must be signed and stamped by the Managing

Director, Principal Officer/Chief Executive Officer or equivalent. Quotation not meeting this requirement and differing with the amount indicated on the “proposal form” will be considered non-responsive.

- 20) Timely structuring and obtaining optimum policy cover.
- 21) A service provider shall submit executed contract before the payment is done.
- 22) A service provider shall submit reinsurance confirmation together with the contract before commencement of cover.
- 23) Upon acceptance of the tender award, a service provider who fails to submit Reinsurance confirmation within three (3) days will lead to award cancellation and subsequent award to the 2nd lowest evaluated bidder.
24. The procurement entity reserve the right to transfer /insure or retain any risk after evaluation .

Useful Additional Information

- i. Risk Notes – Quotations submitted should take into account the risk notes attached in Appendix C and deviations from the risk notes will be considered non-responsive.
- ii. The insurance premium summary in 3B, shall be expected to carry specific quotations. Price schedules must conform to the Format indicated in Section VI, Form 3A *“Proposal Form”*.
- iii. The proposed policy terms and conditions should be free of any restrictive warranties, conditions, or major exclusions.
- iv. Claims notification period should be at a reasonable time.

PART I:

IMPORTANT SPECIFICATIONS ON FIRE, MACHINERY POLICIES & CONSEQUENTIAL LOSS OF PROFIT POLICIES

- 1) Fire Buildings:
Incorporates company buildings at various KenGen business locations including furniture, fittings, equipment, stock, partitions and all other related contents not specifically insured under power houses.
- 2) All Consequential Loss Policies shall be subject to an indemnity period of 12 months.
- 3) Timeframe for documentation for fire and machinery claims should be ‘within reasonable time and not specific days.
- 4) Service provider shall obtain quotations with the respective deductibles in appendix AI and the risks notes non-compliance will be construed as nonresponsive
- 5) The lowest quotation in A1 will be the sum of the two classes for each station(s) i.e. the sum of the lowest quotation price for (i) the Fire & Fire Consequential per Station (s) and (ii) Machinery & Machinery Consequential Loss Per Station (s) respectively as outlined under appendix A1. The order MUST be clearly followed.
- 6) All Fire and Machinery Policies should be quoted with deletion of Material Damage Proviso clause.

PROPOSED SUMS INSURED FOR THE PERIOD 2023/2024

PART II: OTHER POLICIES QUOTATIONS TO COMPLY WITH

B) (A) COMPANY MOTOR VEHICLES POLICIES:-OPTION ONE, COMPREHENSIVE

- The commercial motor Policy should include free Passenger Legal Liability Cover extension.
- The service provider/tenderer should recommend only one underwriter for all the classes of Motor insurances.
- The rate for every class and total premium per class should be clearly indicated and grand total of all the classes.
- Motor vehicle comprehensive policies should not require KenGen vehicles to install tracking devices. Vehicles are factory fitted with anti-theft devices, including engine immobilizers.
- Attach copies of current reference letters from major garages and dealers and/or Contracts.
- Age limit of vehicles to be repaired by Authorized dealer without contribution is 5 years.
- Company Motor data per policy as at 1st April 2023 as tabulated below;

➤ To include Political, Violence & Terrorism (PVT) extension.

CLASS OF INSURANCE	TYPE OF COVER	NO. OF VEHICLES	SUM INSURED
Commercial	Comprehensive	146	421,215,827.00
Ambulance	Comprehensive	11	37,399,999.72
	TPO	23	N/A
	Total	180	458,615,826.72
Private	Comprehensive	148	481,263,683.06
	TPO	18	N/A
	Total	166	481,263,683.06
Heavy Equipment/Plant & Machinery All Risk – Including Breakdown	Comprehensive	45	660,509,704.62
	TPO	14	N/A
	Total	59	660,509,704.62
Motor Cycle	TPO	1	N/A
	Total	1	N/A
KG Plate	TPO	5	N/A
	Total	5	N/A
	Grand Total	411	

(B) COMPANY MOTOR VEHICLES POLICIES:-

1) Under commercial vehicles including buses, vans, lorries and pick-ups - total number of Passengers is 1039.

2) Group Life Insurance

Please note that the sum assured is five (5) Years Basic Salary.

3) Central Workshop-Tana

Cover is for a Fluidex re-generation fire quotation. The machine may move between KenGen power plants and may sometimes be used on contract and for hire to Third Parties.

4) Group Personal Accident WIBA Plus (24Hours)

This is based on Gross Salaries. Permanent Total Disability Award of less than two (2) Percent will not be subjected to medical re-examination.

5) Travel Insurance

Kindly quote premium rate/amount per day and in conformity to the risk note and the proposed benefits.

6) All Other Policies

Kindly refer to the respective Risk Notes for sums insured/limits of liability as applicable.

7) GPA, WIBA Plus

8) Land Rigs, refer to the risk note.

3 B. LIST OF CLASSES OF INSURANCE POLICIES FOR QUOTATIONS

Lot	Item	Policy Class
		Fire & Machinery quotes – please quote separately for each power station, and each policy showing the total premium per station, as listed in Appendix 1A. Refer to Risk Notes Pages 77 - 83
Lot 1		HYDRO PLANTS including Gitaru Water Plant - From no. 1-11. Quote only fire.
Lot 2		THERMAL PLANTS - From no. 12 - 17 Clear breakdown of premiums (Material damage & Con loss) then indicate total premium for both. This should be done for each power plant in the format indicated in Appendix A1-Propose only one underwriter with lowest total premium per
Lot 3		WIND PLANT- From no. 18 - 19 Clear breakdown of premiums (Material damage & Conloss) then indicate total premium for both. This should be done for each power plant in the format indicated in Appendix A1.
Lot 4		GEO THERMAL PLANTS - From no. 20 - 33. Clear breakdown of premiums (Material damage & Con loss) then indicate total premium for both, this should be done for each Power plant in the format indicated in Appendix A1
Lot 5		BUILDINGS including Central Workshop - From no. 34 - 35.
Lot 6		LAND RIGS – Refer to Risk done, quote under Plant & Machinery all Risk
Lot 7	1	Company Motor Private - Comprehensive & TPO As per Risk Note Pg 84
	2	Company Motor Commercial - Comprehensive & TPO As per Risk Note Pg 85
	3	Company Motor Cycle TPO As per Risk Note Pg 86
	4	Plant & Machinery All Risk – As per Risk Note Pg 87

	5	GPA WIBA PLUS – As per Risk Note Pg 88
	6	GPA Professional Sports – As Per Risk Note Pg 89
	7	Medical Professional Indemnity - As per Risk Note Pg 90
	8	Travel Insurance – Quote price per day As per Risk Note Pg 92 – 93
	9	Medical Insurance Board Directors- As per Risk Note Pg 94
	10	GPA Board Directors - As per Risk Note Pg 95
	11	Directors & Officers Liability - As per Risk Note Pg 96
	12	All Risks - As per Risk Note Pg 97
	13	Electronic Equipment - As per Risk Note Pg 98
	14	Political Violence, Terrorism & Sabotage - As per Risk Note Pg 99
	15	Money Insurance - As per Risk Note Pg 100
	16	Fidelity Guarantee - As per Risk Note Pg 101
	17	Goods In Transit - As per Risk Note Pg 102
	18	Marine Cargo Insurance - As per Risk Note Pg 103
	19	Motor Speed Boat Insurance - As per Risk Note Pg 104
	20	Public Liability - As per Risk Note Pg 105
	21	Professional Indemnity – As per Risk Note Pg 106
	22	All Risks – Calibration Center - As per Risk Note Pg 107
	23	Plant & Machinery All Risk – Land Rigs – As per Risk Note Pg 108
	24	Drone Insurance – As per Risk Note Pg 109
Lot 8	1	Group Life Cover Plus Last Expense for Staff and Spouse - As per Risk Note Pg 91

3 A. FORMAT OF SERVICE PROVIDERS’ PROPOSAL FORM**

(A) No.	(B) 1. Class of Insurance (Specify the Power Station as per Appendix AI for Fire & Machinery Quotes) the Order MUST be followed to the letter as categorized from no. 1 to 61	(C) Sums Insured (indicate EAE/EAC / Aggregate Limit as applicable) as categorized from no. 1 to 61 and as per the risk notes	(D) Rate	(E) Deductible / excess (where applicable per policy) as categorized from 1 to 61 and as per the risk notes	(F) Gross Annual Premium (Please quote the gross premium as categorized from no. 1 to 61 Inclusive of all levies, duties and taxes)	(G) Proposed Underwriter per Policy (for both Material & Con – Loss) no. 1 to 61
1-61						

Name _____ Signature _____

Tender for the Provision of Insurance Services for the Years 2023 -2024 57

Date _____

Name of Service Provider Stamp

Notes

** Please note that the Proposal MUST be completed with ALL the above-indicated columns, namely; non adherence will lead to automatic disqualification.

(A) No.

(B) Class of Insurance

(C) Sums Insured

(D) Rate

(E) Deductible/Excess

(F) Gross Annual Premium

(G) Proposed Underwriter and a signed quotation by the Chief Executive Officer/ Managing Director/Principal Officer

No additional fields other than A-G may be added by the Service Provider on the Proposal

**Quotations submitted for each policy should be itemized numerically, (as shown in column A of table 3A), up to the last quotation.

The sequence of quotation should be as Table (3A) below. Non-adherence will lead to automatic disqualification.

PROPOSAL FORMS
3 B. SUMMARY OF PREMIUM

Description	Gross Annual Total Premium – Kshs.
Gross Total Premium Quoted (Inclusive of all Levies, duties and taxes)	Kshs. _____

Name of Service Provider:.....

Signature of Authorized Official:

Date:.....

APPENDIX 1A					
	<u>POWER STATION</u>	<u>POLICY</u>	<u>REVISED SUMS INSURED (KSHS)</u>	<u>DEDUCTIBLE/TIME EXCESS</u>	<u>PREMIUM</u>
1	Turkwel	Fire & Special Perils	20,149,511,528.00	Kes 10M	
				PREMIUM	
2	Sondu Miriu	Fire & Special Perils	20,405,990,766.00	Kes 10M	
				PREMIUM	
3	Kiambere	Fire & Special Perils	29,994,027,285.00	Kes 10M	
				PREMIUM	
4	Kindaruma	Fire & Special Perils	24,077,216,343.00	Kes 10M	
				PREMIUM	
5	Gitaru	Fire & Special Perils	50,828,616,785.00	Kes 10M	
				PREMIUM	
6	Gitaru Water plant	Fire & Special Perils	37,832,077.60	Nil	
				PREMIUM	
7	Kamburu	Fire & Special Perils	38,705,944,525.00	Kes 10M	
				PREMIUM	
8	Masinga	Fire & Special Perils	9,446,615,691.00	Kes 10M	
				PREMIUM	
9	Tana Station	Fire & Special Perils	9,327,368,860.00	Kes 5M	
				PREMIUM	
10	Sagana	Fire & Special Perils	1,704,934,030.00	Kes.1.5M	
	Wanjii		5,144,712,349.00		
	Mesco		338,523,029.00		
	Total Sum Insured		6,398,169,408.00		
				SUB TOTAL PREMIUM - FIRE	
11	Gogo	Fire & Peril (Sosiani, Gogo & Mesco)	1,257,216,383.00	Kes. 1.5M	
	Sangoro		8,047,387,173.00		
	Total Sum Insured		9,304,603,556.52		
				SUB TOTAL PREMIUM - FIRE	
12	Muhoroni Gas Turbine	Fire & Special Perils	5,035,961,210.00	Kes 10M	
		Fire & Special Perils Conloss	448,742,895.94	30 Days	
				TOTAL PREMIUM	
13	Muhoroni Gas Turbine	Machinery	4,809,293,680.00	Kes 50M	
		Machinery Conloss	448,742,895.94	30 Days	
				TOTAL PREMIUM	

14	Kipevu I Diesel	Fire & Special Perils	10,225,317,207.00	Kes 10M	
		Fire & Special Perils Conloss	1,019,117,728.93	30 Days	
				TOTAL PREMIUM	
15	Kipevu I Diesel	Machinery	5,896,181,394.00	Kes 10M	
		Machinery Conloss	1,019,117,728.93	30 Days	
				TOTAL PREMIUM	
16	Kipevu III	Fire & Special Perils	11,686,485,091.00	Kes 10M	
		Fire & Special Perils Conloss	2,612,051,412.57	30 Days	
				TOTAL PREMIUM	
17	Kipevu III	Machinery	7,785,536,900.00	Kes 10M	
		Machinery Conloss	2,612,051,412.57	30 Days	
				TOTAL PREMIUM	
18	Ngong Wind	Fire & Special Perils	5,554,203,269.00	Kes 2M	
		Fire & Special Perils Conloss	650,252,173.21	30 Days	
				TOTAL PREMIUM	
19	Ngong Wind	Machinery	2,038,950,684.00	Kes 2M	
		Machinery Conloss	650,252,173.21	30 Days	
				TOTAL PREMIUM	
20	Olkaria II	Fire & Special Perils	20,214,308,877.00	Kes 10M	
		Fire & Special Perils Conloss	3,874,441,364.56	30 Days	
				TOTAL PREMIUM	
21	Olkaria II	Machinery	9,736,848,700.00	Kes 50M	
		Machinery Conloss	3,874,441,364.56	45 Days	
				TOTAL PREMIUM	
22	Eburru	Fire & Special Perils	1,031,830,017.00	Kes 2M	
		Fire & Special Perils Conloss	145,666,281.60	15 Days	
				TOTAL PREMIUM	
23	Eburru	Machinery	376,268,101.00	Kes 2M	
		Machinery Conloss	145,666,281.60	15 Days	
				TOTAL PREMIUM	
24	Well Heads	Fire & Special Perils	16,719,556,278.60	Kes 10M	
		Fire & Special Perils Conloss	4,862,205,457.14	15 Days	
				TOTAL PREMIUM	
25	Well Heads	Machinery		Kes 10M	

			7,265,729,850.00		
		Machinery Conloss	4,862,205,457.14	15 Days	
				TOTAL PREMIUM	
26	Olkaria I Unit 4 5	Fire & Special Perils	28,931,865,747.00	Kes 10M	
		Fire & Special Perils Conloss	5,698,844,283.47	30 Days	
				TOTAL PREMIUM	
27	Olkaria I Unit 4 & 5	Machinery	4,554,697,000.00	Kes 50M	
		Machinery Conloss	5,698,844,283.47	45 Days	
				TOTAL PREMIUM	
28	Olkaria IV Unit 1 & 2	Fire & Special Perils	29,116,884,645.00	Kes 10M	
		Fire & Special Perils Conloss	6,073,145,583.03	30 Days	
				TOTAL PREMIUM	
29	Olkaria IV Unit 1 & 2	Machinery	5,747,507,100.00	Kes 50M	
		Machinery Conloss	6,073,145,583.03	45 Days	
				TOTAL PREMIUM	
30	Olkaria V	Fire & Special Perils	24,027,406,670.00	Kes 10M	
		Fire & Special Perils Conloss	8,977,139,540.31	30 Days	
				TOTAL PREMIUM	
31	Olkaria V	Machinery	4,218,243,724.39	Kes 50M	
		Machinery Machinery Conloss	8,977,139,540.31	45 Days	
				TOTAL PREMIUM	
32	Olkaria 1 Unit 6	Fire & Special Perils	12,576,590,630.58	Kes 10M	
		Fire & Special Perils Conloss	4,621,115,552.00	30 Days	
				TOTAL PREMIUM	
33	Olkaria 1 Unit 6	Machinery	4,585,804,492.28	Kes 50M	
		Machinery Conloss	4,621,115,552.00	45 Days	
				TOTAL PREMIUM	
34	Buildings	Fire & Special Perils	4,285,061	NIL	
				TOTAL PREMIUM	
35	Central W/Shop	Fire & Special Perils	290,952,413.00	NIL	
				TOTAL PREMIUM	
36	ALL STATIONS	Private - Comprehensive	481,263,683.06	2.5% minimum 20,000 maximum 75,000	
				TOTAL PREMIUM	
37	ALL STATIONS	Commercial - Comprehensive	421,215,827.00	5% minimum 20,000 maximum 75,000	

				TOTAL PREMIUM	
38	ALL STATIONS	Motor Cycles - TPO	NIL		
				TOTAL PREMIUM	
39	ALL STATIONS	Plant & Machinery – All Risk	660,509,704.62	2.5% Minimum 50,000/=	
				TOTAL PREMIUM	
40	ALL STATIONS	Group Personal Accident WIBA Plus	As per the risk note		
				TOTAL PREMIUM	
41	ALL STATIONS	Group Personal Accident – Professional Sports	As per the risk note		
				TOTAL PREMIUM	
42	ALL STATIONS	Medical Malpractice - Clinical Officers	As per the risk note	10% EEL max 20,000	
				TOTAL PREMIUM	
43	ALL STATIONS	Group Life	As per the risk note		
				TOTAL PREMIUM	
44	ALL STATIONS	Travel	As per the risk note		
				TOTAL PREMIUM	
45	ALL STATIONS	Directors Medical	As per the risk note		
				TOTAL PREMIUM	
46	ALL STATIONS	Group Personal Accident – Board Directors	As per the risk note		
				TOTAL PREMIUM	
47	ALL STATIONS	Directors & Officers Liability	As per the risk note		
				TOTAL PREMIUM	
48	ALL STATIONS	All Risk	As per the risk note	Kes. 5,000	
				TOTAL PREMIUM	
49	ALL STATIONS	Electronic Equipment	As per the risk note		
				TOTAL PREMIUM	
50	ALL STATIONS	Political Violence, Terrorism & Sabotage	As per the risk note		
				TOTAL PREMIUM	
51	ALL STATIONS	Money	As per the risk note		
				TOTAL PREMIUM	
52	ALL STATIONS	Fidelity Guarantee	As per the risk note		
				TOTAL PREMIUM	
53	ALL STATIONS	Goods In Transit	As per the risk note		
				TOTAL PREMIUM	
54	ALL STATIONS	Marine	As per the risk note		
				TOTAL PREMIUM	

55	ALL STATIONS	Company Motor – Speed Boat	3,500,000.00		
				TOTAL PREMIUM	
56	ALL STATIONS	Public Liability	As per risk note		
				TOTAL PREMIUM	
57	ALL STATIONS	All Risk	As per the risk note		
				TOTAL PREMIUM	
58	ALL STATIONS	Professional Indemnity	As per the risk note	10% EEL maximum 10,000	
				TOTAL PREMIUM	
59	ALL STATIONS	All Risk – Calibration Centre	As per the risk note		
				TOTAL PREMIUM	
60	ALL STATIONS	Plant & Machinery All Risk – Land Rigs	6,820,721,631.00	2.5% EEC minimum 50,000	
				TOTAL PREMIUM	
61	ALL STATIONS	Drone Insurance	As per the risk note		
				TOTAL PREMIUM	

PROPOSAL FORMS
3 B. SUMMARY OF PREMIUM

Description	Gross Annual Total Premium – Kshs.
<p>Gross Total Premium Quoted</p> <p>(Inclusive of all Levies, duties and taxes)</p> <p>Gross Total Annual Premium</p>	<p>Kshs. _____</p>

Name of Service Provider:.....

Signature of Authorized Official:

Date:.....

Name of Tenderer*[insert complete name of Tenderer]*

Signature of Tenderer..... *[signature of person signing the Tender]*

Date..... *[insert date]*

TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:*[insert date (as day, month and year) of Tender submission]*

ITT No.:*[insert number of Tendering process]*

Alternative No.:*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <input type="checkbox"/>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

QUALIFICATION INFORMATION

- 1.1 Constitution or legal status of Tenderer:[attach copy]
 Place of registration: [insert]
 Principal place of business: [insert]
 Power of attorney of signatory of Tender: [attach]
- 1.2 Total annual volume of services performed in five years, in the internationally traded currency specified in the TDS:[insert]
- 1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

Item Insured and name of country	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.
- 1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.
- 1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

Other party(ies) Cause of dispute Details of litigation award Amount involved

a) _____

b) _____

- 1.7 Statement of compliance with the requirements of ITT 4.2.
- 1.8 Any additional information required _____

NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

For the attention of Tenderer's Authorized Representative Name:

..... *[insert Authorized Representative's name]*

Address:*[insert Authorized Representative's Address]*

Telephone numbers:*[insert Authorized Representative's telephone/fax numbers]*

Email Address:*[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]*(local time)

Procuring Entity:.....*[insert the name of the Procuring Entity]*

Contract title:*[insert the name of the contract]*

ITT No:*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- c) Request a debriefing in relation to the evaluation of your Tender, and/or
- d) Submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Tenderers are listed below.

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No ¹			
No 2			
No ³			

2 Other Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No ¹			
No 2			
No ³			

3. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:.....[insert full name of person, if applicable]

Title/position:[insert title/position]

Agency:.....[insert name of Procuring Entity]

Email address:.....[insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

4. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention:.....[insert full name of person, if applicable]

Title/position:.....[insert title/position]

Agency:.....[insert name of Procuring Entity]

Email address:.....[insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be

refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke

info@ppra.go.ke or

5. Standstill Period DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature:_____

Name:_____

Title/position:_____

_____ **T**

Telephone:_____

Email:_____

6. NOTIFICATION OF AWARD-FORM OF ACCEPTANCE

[Form head paper of the Procuring Entity]

.....*[date]*

To:.....*[name and address of the Insurance Provider]*

This is to notify you that your Tender dated.....*[date]* for execution of the.....*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of.....*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed

Authorized Signature :.....

Name and Title of Signatory :.....

Name of Agency:.....

Attachment: Contract

Form of Contract

[Form head paper of the Procuring Entity]

LUMP-SUM REMUNERATION

This CONTRACT (here in after called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (here in after called the “Procuring Entity”) and, on the other hand, *[name of Insurance Provider]*(here in after called the “ Insurance Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Insurance Provider consist of more than one entity, the above should be partially amended to read as follows:“... (here in after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Insurance Provider's obligations under this Contract, namely, [name of Insurance Provider] and [name of Insurance Provider] (here in after called the “Insurance Provider”).]

WHEREAS

- a) the Procuring Entity has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the “Services”);
- b) the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Insurance Provider's Tender
 - c) The General Conditions of Contract;
 - d) The Special Conditions of Contract;
 - e) The Priced Schedule of Requirements; and
 - f) The following Appendices: Appendix: Negotiated and Signed Insurance Policy (I e s)
2. The mutual rights and obligations of the Procuring Entity and the Insurance Provider shall be as set forth in the Contract, in particular:
 - a) The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Insurance Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of..... *[name of Procuring Entity]*
[Authorized Representative]

For and on behalf of *[name of Insurance Provider]*
[Authorized Representative]

[Note: If the Insurance Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Insurance Provider.....*[name of member]* *[Authorized Representative]*
[name of member]
[Authorized Representative]

7. FORM OF TENDER SECURITY(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]

Beneficiary:.....*[Procuring Entity to insert its name and address]*

ITT No.:.....*[Procuring Entity to insert reference number for the Request for Tenders]*

Alternative No.:.....*[Insert identification No if this is a Tender for an*

alternative] Date:.....*[Insert date of issue]*

TENDER GUARANTEE No.:.....*[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that _____*[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members there of]* (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provided by the Applicant; or
- b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

8 FORM OF TENDER SECURITY (TENDER BOND) *[The Surety shall fill in this Tender Bond*

Form in accordance with the instructions indicated.] BOND NO. __

BY THIS BOND..... *[name of Tenderer]* as Principal (hereinafter called “the Principal”), and*[name, legal title, and address of surety]*, **authorized to transact business in Kenya**, as Surety (here in after called “ the Surety”), are held and firmly bound un to.....*[name of Procuring Entity]* as Ob li gee (here in after called “the Procuring Entity”) in the sum of.....*[amount of Bond’]**[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and as signs, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ Day of _____, 20_____, for the supply of *[name of Contract]* (hereinafter called the “Tender”). NOW,

THERE FORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender (“the Tender Validity Period”), or any extension there to provide by the Principal; or
- b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers (“ITT”) of the Procuring Entity's tendering document.

Then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event (s) has occurred.

The Surety here by agrees that its obligation will remain in full force and effect up to and including the date 28days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension there to provide by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in the irrespective names this _____ day of _____ 20_____.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

¹*The amount of the Bond shall be denominated in Kenya Shillings or the equivalent amount in a freely convertible currency.*

FORM OF TENDER-SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we– (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
- 3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
- 4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity
/ title (director or partner or sole proprietor, etc.)

Name:..... Duly

authorized to sign the bid for and on behalf of:*[insert complete name of Tenderer]*

Dated on.....day of.....*[Insert date of signing]*

Seal or stamp

SECTION V – SCHEDULE OF REQUIREMENTS

Service Providers Service Level Agreement (SLA)

1. Timely structuring policy cover to the procurement entity
2. Arrange the immediate placement of KenGen's risk.
3. Provide prompt and satisfactory service on the general management of the policy, correspondence and claim review meetings.
4. Analyze, review, and scrutinize the policy document and any endorsements there-in prior to forwarding to KenGen.
5. If the entire policy document is found to be satisfactory, such document to be deposited with the Insurance Manager not later than fifteen (15) days of inception of cover;
6. Ensure preparation of monthly claims bordereaux which must be submitted to KenGen by the 5th of the following month;
7. Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;
8. Provide appropriate risk improvement recommendation;
9. Such other services as may be related or ancillary to the due performance of the above work.
10. Once the claim is fully documented, the discharge voucher should not take more than fourteen (14) days before the settlement.
11. Prompt settlement and processing of claims. Cheques to be **received not more than 14 days** after execution of discharge voucher /Loss acceptance form.
12. Reconciliation of premium accounts should be done on a monthly basis and any pending payments must be sent to KenGen together with the specific debit notes. Statements should show clearly how the final balance due or credit has been arrived at and must attach forwarding instructions and computations.
13. The Service provider shall avail a panel of three Loss Adjustors in the event of a claim, and KenGen at its discretion may choose the loss Adjustor from the insurer's panel.

APPENDIX C

Risk Notes

POLICY TYPE

FIRE & SPECIAL PERILS (**OPERATIONS POWER HOUSES/PROPERTY**)

SCOPE OF COVER

Loss of or Damage to Insured Property from All Types of Fires, including Lightning, Full Explosion, all special perils, Bush Fire, Spontaneous Combustion, Subterranean Fire, bursting of water pipes and tanks, aircraft devices, impact from aerial devices /to buildings Occasioned by an insured Peril.

SITUATION

Kenya

INSURED ITEMS

AS PER SCHEDULE OF SUMS INSURED & DEDUCTIBLES

ITEM	Item definition
BUILDINGS (POWER HOUSES)	Buildings as defined in the policy including fitting of Plate glass, Powerhouse Control Buildings, Switchyard, Miscellaneous Administrative Blocks including driveways parking areas, fuel stations, Air Strip, Spa, Swimming Pools, and other installations, tanks and underground (tunnel, tail race & intake)/overhead utility systems, workshop and stores, dams' gates ,pipes & pipe system, water channels, walls and any other property of the insured not specifically mentioned herein
STOCKS	Stock, raw material, spare parts, work in progress, packaging materials and all others.
CONTENTS	contents including Furniture, fixtures & fittings, office equipment, stationary, and all other miscellaneous contents or property belonging to the insured or held by them in trust.
ELECTRICAL & ELECTRONIC EQUIPMENT	Electrical Equipment including radio equipment, Transmission lines, SCADA system ,Transformers, and other Equipment Stock
PLANT & MACHINERY	Power Plants, machinery and all auxiliaries, including Generator's accessories, turbines, tools, spares and equipment, electrical cables and any other contents belonging to the insured of similar nature or held by them in trust.

DEDUCTIBLES

Earthquake Only - 2% of Sum Insured up to a Maximum of Kes. 5million per location
All Others – As specified in the schedule of Sums Insured & Deductibles

EXTENSIVE CLAUSES:

1. 72 hours clause
2. 85% average condition
3. Accidental error or omission
4. Adjoining building
5. All other contents
6. All Special perils A-H
7. Alterations and repairs clause
8. Appraisalment clause
9. Architects, quantity surveyors and consulting engineer's clause Kshs.30M
10. Automatic reinstatement of loss clause
11. Automatic additions/deletions clause
12. Automatic increase (stocks)
13. Bush fire
14. Cancellation (30 days) clause
15. Capital additions clause - 10%
16. Claims preparation clause – Kshs 5,000,000
17. Computer system records clause
18. Contract works - Kshs. 5,000,000-
19. Cost of demolition, site clearance and erection of hoardings Kshs.10M
20. Cost of re-erection clause
21. Cross liability clause
22. Clearing of drains
23. Customer's property
24. Definition of buildings, plant & machinery ,stock & materials in trade
25. Debris removal costs clause
26. Designation of property clause
27. Expediting expenses clause
28. Earthquake, fire and shock
29. Escalation clause – with no additional premium
30. Explosion
31. Extension of average condition
32. Fines and damages
33. General interest clause
34. Goods in trust and / or on commission
35. Burst pipes.
36. Overflowing water tanks
37. Impact from aerial devices/aircrafts
38. Import duty clause
39. Increase in risk
40. Internal removal
41. Loss reduction clause
42. Malicious damage
43. Non-invalidation
44. Property in the open

45. Misdescription clause
46. Municipal plans and scrutiny fees
47. Parking of vehicles
48. Payment on account clause
49. Public authorities clause
50. Public utilities clause
51. Reinstatement clause / replacement (New for Old)
52. Rent payable clause
53. Riot, strike and civil commotion
54. Spontaneous combustion
55. Stock declaration condition
56. Temporary removal clause
57. Tenants clause either with the client as a tenant or the client as the owner
58. Vehicle loads clause
59. Un-occupancy
60. Workmen on premises clause
61. PMOW Clause I, II & III – Deleted
62. Electrical Clause I, II & III – Deleted
63. Landslides and subsidence cover
64. Waiver of material damage proviso

IMPORTANT CONDITION:

Deletion of PMOW Clause I, II & III
Deletion of electrical clause I, II & III

POLICY TYPE **FIRE & SPECIAL PERILS – (ALL OTHER BUILDINGS NOT SPECIFICALLY INSURED UNDER POWER HOUSES)**

SCOPE OF COVER Loss of or Damage to Insured Property from All Types of Fires, including Lightning, Full Explosion, all special perils, Bush Fire, Spontaneous Combustion, Subterranean Fire, bursting of water pipes and tanks, aircraft devices, impact from aerial devices /to buildings Occasioned by an Insured Peril.

SITUATION Kenya

INSURED ITEMS Kes. 6,454,692,055.00

STOCK Kes. 2,000,000,000.00

ITEM	Item definition
OTHER BUILDINGS	Incorporates company buildings at the various KenGen business locations i.e., staff quarters, Spa buildings, Guest houses, Club houses, Mobile Camps & the contents, Company clinics, including furniture, fittings, equipment, stock, partitions and any other property not specifically insured under power houses.
STOCKS	Stocks, spare parts raw material, Work in progress, packaging materials, oil, fuel, drilling materials and all others total Kes. 2,000,000,000
CONTENTS	contents including Furniture, fixtures & fittings, office equipment, medical equipment stationary, and all other miscellaneous contents or property belonging to the insured or held by them in trust.

DEDUCTIBLES Earthquake Only - 2% of Sum Insured up to a Maximum of Kes. 5 Million per location.
All Others – As specified in the schedule of Sums Insured & Deductibles

EXTENSIVE CLAUSES:

1. 72 hours clause
2. 85% average condition
3. Accidental error or omission
4. Adjoining building
5. All other contents
6. All Special perils A-H
7. Alterations and repairs clause
8. Appraisal clause
9. Architects, quantity surveyors and consulting engineer's clause 30M
10. Automatic reinstatement of loss clause
11. Automatic additions/deletions clause
12. Automatic increase (stocks)
13. Breach of conditions and warranties clause
14. Bush fire
15. Cancellation (30 days) clause
16. Capital additions clause - 10%
17. Claims preparation clause – Kshs 5,000,000.
18. Computer system records clause
19. Contract works - Kshs. 5,000,000-
20. Cost of demolition, site clearance and erection of hoardings 10 M
21. Cost of re-erection clause
22. Cross liability clause
23. Clearing of drains
24. Customer's property
25. Definition of buildings, plant & machinery, stock & materials in trade
26. Debris removal costs clause
27. Designation of property clause
28. Expediting expenses clause
29. Earthquake, fire, and shock
30. Escalation clause – with no additional premium
31. Explosion
32. Extension of average condition
33. Fines and damages
34. General interest clause
35. Goods in trust and / or on commission
36. Burst pipes.
37. Overflowing water tanks
38. Impact from aerial devices/aircrafts
39. Import duty clause.
40. Increase in risk.
41. Internal removal
42. Loss reduction clause
43. Malicious damage
44. Non-invalidation
45. Property in the open

46. Misdescription clause
47. Municipal plans and scrutiny fees
48. Parking of vehicles
49. Payment on account clause
50. Public authorities' clause
51. Public utilities clause
52. Reinstatement clause / replacement
53. Rent payable clause.
54. Riot, strike and civil commotion
55. Spontaneous combustion
56. Stock declaration condition
57. Temporary removal clause
58. Tenants' clause either with the client as a tenant or the client as the owner
59. Vehicle loads clause.
60. Un-occupancy
61. Workmen on premises clause
62. PMOW Clause I, II & III – Deleted
63. Electrical Clause I, II & III – Deleted

□

POLICY TYPE**FIRE (CONSEQUENTIAL LOSS) – OPERATIONS POWER HOUSES/PROPERTY****SUMMARY OF COVER**

Loss of profits following business interruption by fire, lightning, bush fire, earthquake fire, All Special Perils and shock, explosion, overflowing and / or bursting of water pipes and tanks, pipes /steam pipes, aircraft, impact, riots, strikes & civil commotion, malicious damage and spontaneous combustion and any other insured risk/perils.

INTEREST AND SUM INSURED:

1. On Gross Profit;AS PER APPENDIX A I
2. Claim's preparation Costs Kshs. 5,000,000

INDEMNITY PERIOD: TIME EXCESS

12 Months
14 Days

EXTENSIVE CLAUSES:

1. Automatic stock increase- 20%
2. Accumulation of stocks
3. Accountants' clause
4. Alternative Trading Basis
5. Claims Preparations Costs
6. Customers and Suppliers Extension
7. Departmental Clause
8. Denial of Access, Prevention of Access
9. Expediting expenses -25%
10. Fines and Damages
11. Prolongation clause
12. Payment on account
13. Malicious damage extension
14. New / Additional Premises
15. Outstanding Debit Balances
16. Payment on Account/progress claim payment
17. Including penalties for non-generation
18. Including loan repayment costs
19. Profession Accountants
20. Reinstatement of Loss
21. Riot Strike & Civil Commotion
22. Salvage Sale
23. Special Perils A-H
24. Spontaneous Combustion
25. Subrogation Waiver
26. Suppliers Extension
27. Upwards adjustment clause 33½% and downwards 50%
28. Uninsured Standing charges
29. Waiver of Material Damage Proviso

IMPORTANT CONDITION:

- ❖ Waiver of Material Damage Proviso for Losses under the Fire Policy
- ❖ Not Subject to the Material Damage Excess for Losses under the Fire Policy

POLICY TYPE**MACHINERY BREAKDOWN****SUMMARY OF COVER:**

Sudden and unforeseen damage to machinery whilst working at rest or dismantling/erection for inspection of repair occurring at any of the insured premises/area of operation/business operation.

INSURED ITEMS

ITEM	Item definition
ELECTRICAL EQUIPMENT	Electrical Equipment including radio equipment, Transmission lines, Scada system Transformers, and all other Equipment Stock above the deductible
PLANT & MACHINERY	Plant and machinery, including Generators, transformers turbines and related accessories/all auxiliaries , pipes ,steam pipes/field, tools, spares and equipment, electrical cables and any other related contents belonging to KenGen or held by us in trust.

BASIS OF VALUATION:

Full Replacement value

LIMIT OF LIABILITY:

Own surrounding property Replacement
Third Party Liabilities Replacement

COVER EXTENDS TO INCLUDE:

- Unforeseen working accidents such as maladjustment loosening of parts failure or faults in protective devices entry of foreign bodies, corrosion, erosion, rust
- Tearing apart due to centrifugal forces
- Over pressure except when caused by occurrence
- Defects or faults in design material or manufacturing and faults in erection
- Faulty operation , lack of skill, carelessness, negligence and malevolence of staff
- Lubricating oil or refrigerant

EXTENSIVE CLAUSES:

1. Automatic Reinstatement of Loss
2. Replacement (New for Old)
3. Deletion of boilers with fully automatic controls
4. Cancellation clause-30days
5. Cover extending for lubricating oil or refrigerant.
6. Expediting expenses – 25% of repairs
7. Extra charges for overtime, night work, public holidays and express freight.
8. Explosion extension – Kshs. 500,000,000
9. Lifts and Cranes
10. Own surrounding property cover
11. Payment on account
12. Reinstatement of sum insured.
13. Riot, Strike and Civil Commotion
14. Special Perils A-H
15. Stand by clause.
16. Third Party Liabilities
17. Waiver of Material Damage Proviso

REWINDING OF MACHINES:

Where there is damage to electrical machines and repair necessitates. rewinding of electrical coils, depreciation adjustment -maximum 10%

MAINTENANCE WARRANTY:

We have in-house maintenance staff and do condition-based maintenance.

POLICY TYPE**MACHINERY BREAKDOWN CONSEQUENTIAL LOSS****SUMMARY OF COVER:**

Indemnity for loss of gross profit and/or increased cost of working resulting from loss or damage to items insured under the respective machinery breakdown policies.

INTEREST AND SUM INSURED:

1. Gross Profits	AS PER APPENDIX AI
2. Wages	NIL
3. Claims Preparation costs	<u>Kshs. 5 Million</u>

INDEMNITY PERIOD:

12 months

BASIS OF VALUATION:

Full Replacement value

LIMIT OF LIABILITY:

Own surrounding property	Replacement
Third Party Liabilities	Replacement

COVER EXTENDS TO INCLUDE:

- Unforeseen working accidents such as maladjustment loosening of parts failure or faults in protective devices entry of foreign bodies. Corrosion, erosion, rust etc
- Consequential loss following corrosion, erosion etc
- Tearing apart due to centrifugal forces Over pressure except when caused by occurrence
- Defects or faults in design material or manufacturing and faults in erection
- Faulty operation, lack of skill, carelessness or malevolence of staff
- Lubricating oil or refrigerant

EXTENSIVE CLAUSES:

1. Automatic Reinstatement of Loss
2. Deletion of boilers with fully automatic controls
3. Cancellation clause-30days
4. Cover extending for lubricating oil or refrigerant
5. Expediting expenses – 25% of repairs
6. Extra charges for overtime, night work, public holidays, and express freight.
7. Explosion extension – Kshs. 500,000,000
8. Lifts and Cranes
9. Own surrounding property cover
10. Payment on account
11. Reinstatement of sum insured
12. Riot, Strike and Civil Commotion
13. Special Perils A-H
14. Stand by clause
15. Third Party Liabilities
16. Waiver of Material Damage Proviso

REWINDING OF MACHINES:

Where there is damage to electrical machines and repair necessitates rewinding of electrical coils, depreciation adjustment -maximum 10%

MAINTENANCE WARRANTY:

We have in-house maintenance staff and do condition based maintenance.

POLICY TYPE**COMPANY MOTOR PRIVATE VEHICLES - COMPREHENSIVE****SUMMARY OF COVER:**

Indemnity against damage to the insured vehicle and also indemnity for damage to third party vehicles/property and third party personal injury/death caused by the insured vehicle.;

- Accidental collusion and overturning
- Own damage/Self - Involving.
- Fire, external explosion, self-ignition lightning or burglary/Theft
- Malicious acts
- Whilst in transit including process of loading and unloading by lifts, inland waterways or elevators.
- Political violence and Terrorism

LIMITS OF LIABILITY:

LIABILITY	LIMIT – KSHS.
Third Party Property Damage	30,000,000
Third Party Bodily Injury/Death	Unlimited
Passenger Legal Liability	
<input type="checkbox"/> Any One Passenger	20,000,000.
<input type="checkbox"/> Any One Event	50,000,000

OTHER BENEFITS:

Towing Charges	Reimbursement
Repair Authority	Kshs. 75,000
Medical Expenses	Kshs. 75,000
Radio Cassette	Replacement
Windscreen	Replacement

GEOGRAPHICAL AREA:

East Africa & COMESA

SPECIAL CONDITIONS:

- Assessment of vehicles – 24 hours. upon delivery to garage
- Use of reputable garages, over and above Insurers panels.
- Repair of vehicles up to 7 years old at the dealer without Insured's contribution
- Speedy processing of all claims
- Free Valuation by Insurers Valuer
- Replacement of windscreen by Insurers through identified supplier, No additional cost for reinstating windscreen cover
- There should be a 'partial theft' excess (Flat rate of Kes,15,000)
- Insured drivers should begin at 18years, holding a valid driving license. learners - 2years, young – 21years and below

EXTENSIVE CLAUSES

1. Agreed value basis subject to undertaking valuation from Insurer's valuer.
2. Alternative accommodation following loss out of town –Kshs 10,000 for up to three days.
3. Cover for personal effects following accident of Kshs. 30,000
4. Including branding of vehicles
5. Including excess without anti-theft device
6. Jurisdiction clause -Kenya
7. Legal Liability of passengers for acts of negligence
8. Motor Contingent Liability
9. Personal accident death limit for driver – Kshs 250,000
10. Replacement /unobtainable parts
11. Replacement cost for NEW vehicles less than 12 months
12. Special perils cover
13. Strike, Riot and Civil Commotion
14. Use by motor trader.
15. No Blame no Excess
16. Free Passenger Legal Liability Cover Extension
17. No additional Premium for Reinstatement.
18. Excess 2.5% minimum Kes. 20,000 maximum Kes.75,000
19. Free excess waiver extension and reinstatement.

POLICY TYPE**COMPANY MOTOR COMMERCIAL COMPREHENSIVE****SUMMARY OF COVER:**

Indemnity against loss of or damage to and legal liability to Third Parties arising out Motor Commercial vehicles owned and operated by KenGen including;

- Accidental collusion, Own damage and overturning
- Fire, external explosion, self-ignition lightning or burglary
- Malicious acts
- Theft
- Whilst in transit including process of loading and unloading by lifts, inland waterways or elevators.
- Political Violence and Terrorism

LIMITS OF LIABILITY:

LIABILITY	LIMIT – KSHS.
Third Party Property Damage	30,000,000
Third Party Bodily Injury/Death	Unlimited
Passenger Legal Liability	
<input type="checkbox"/> Any One Passenger	20,000,000.
<input type="checkbox"/> Any One Event	50,000,000

OTHER BENEFITS:

Towing Charges	Reimbursement
Repair Authority	Kshs. 200,000
Medical Expenses	Kshs. 75,000
Radio Cassette	Replacement
Windscreen	Replacement

GEOGRAPHICAL AREA:

East Africa

SPECIAL TERMS:

- Assessment of vehicles – 24 hours upon delivery to garage
- Use of reputable garages, over and above Insurers panels.
- Repair of vehicles up to 7 years old at the dealer without Insured's contribution
- Speedy processing of all claims
- Free Valuation by Insurers Valuer
- Replacement of windscreen by Insurers through identified supplier. No additional cost for reinstating windscreen cover
- There should be partial theft excess.
- Insured drivers should begin at 18years, holding a valid driving license. learners - 2years, young – 21yrs and below

EXTENSIVE CLAUSES

1. Agreed value basis subject to undertaking valuation from Insurer's valuer.
2. Endorsement 19M – cover against staff suing KenGen.
3. Endorsement 19K – cover against spouses and family of staff suing KenGen.
4. Including branding of vehicles
5. Including excess without anti-theft device
6. Jurisdiction clause-Kenya
7. Legal Liability of passengers for acts of negligence
8. Motor Contingent Liability
9. Replacement /unobtainable parts
10. Replacement cost for NEW vehicles less than 12 months
11. Special perils cover
12. Strike, Riot and Civil Commotion
13. Use by motor trader
14. No Blame no Excess
15. Free Passenger Legal liability cover Extension
16. No additional Premium for Reinstatement.
17. Excess 5% minimum Kes. 20,000 maximum Kes. 75,000
18. Free excess waiver extension and reinstatement
19. Political violence and terrorism

POLICY TYPE

COMPANY MOTOR CYCLES - TPO SUMMARY OF COVER:

Indemnity against loss of or damage to and legal liability to Third Parties arising out of motorcycles owned or operated by KenGen including;

- Accidental collusion, own damage and overturning
- Fire, external explosion, self-ignition lightning or burglary
- Malicious acts
- Whilst in transit including process of loading and unloading by lifts, inland water ways or elevators.

LIMITS OF LIABILITY:

LIABILITY	LIMIT – KSHS.
Third Party Property Damage	10,000,000
Third Party Bodily Injury/Death	Unlimited

OTHER BENEFITS:

Towing Charges	Kshs. 20, 000
Repair Authority	Kshs. 30, 000
Medical Expenses	Kshs. 75, 000

SPECIAL TERMS:

- Assessment of repairs – 24 hours upon delivery to garage
- Use of reputable garages, over and above Insurers panels
- Speedy processing of all claims
- Free Valuation by Insurers Valuer

POLICY TYPE**PLANT & MACHINERY ALL RISK****SUMMARY OF COVER:**

Indemnity against loss of or damage to and legal liability to Third Parties arising out of Heavy Motor Commercial vehicles, SPECIAL VEHICLES WITH EQUIPMENT FOR GEOTHERMAL TOOLS (INBUILD) owned and operated by KenGen including;

- Accidental collusion, own damage and overturning
- Fire, external explosion, self-ignition lightning or burglary
- Malicious acts
- Whilst in transit including process of loading and unloading by lifts, inland waterways or elevators.
- The policy also covers sudden and unforeseen physical damage or loss due to any accidental, electrical or mechanical breakdowns to the client's machinery and equipment whilst at work or not in use and during any clean up, inspection, overhauling or subsequent re-erection and removal to another site within the premises.
- In addition to this, a small disaster e.g. fracture of a flywheel may result in a loss affecting several machines, with high replacement/repair costs.

LIMITS OF LIABILITY:

LIABILITY	LIMIT – KSHS.
Third Party Property Damage	20,000,000
Third Party Bodily Injury/Death	Unlimited
Passenger Legal Liability	
<input type="checkbox"/> Any One Passenger	20,000,000.
<input type="checkbox"/> Any One Event	50,000,000

OTHER BENEFITS:

Towing Charges	Reimbursement
Repair Authority	Kshs. 200, 000
Medical Expenses	Kshs. 75,000
Radio Cassette	Replacement
Windscreen	Replacement

Excess 2.5% of EEC minimum Kes.50,000

GEOGRAPHICAL AREA:

East Africa

SPECIAL TERMS:

- Assessment of vehicles – 24 hours. upon delivery to garage
- Use of reputable garages, over and above Insurers panels
- Speedy processing of all claims
- Free Valuation by Insurers Valuer
- Replacement of windscreen by Insurers through identified supplier, No additional cost for reinstating windscreen cover
- There should be partial theft excess
- Insured drivers should begin at 18 years, holding a valid driving license. learners - year's, young – 21yrs and below

EXTENSIVE CLAUSES

1. Agreed value basis subject to undertaking valuation from Insurers valuer
2. Endorsement 19M – cover against staff suing KenGen
3. Endorsement 19K – cover against spouses and family of staff suing KenGen
4. Including branding of vehicles
5. Including excess without anti-theft device
6. Jurisdiction clause-Kenya
7. Legal Liability of passengers for acts of negligence
8. Motor Contingent Liability
9. Replacement /unobtainable parts
10. Replacement cost for NEW vehicles less than 12 months
11. Special perils cover
12. Strike, Riot and Civil Commotion
13. Use by motor trader
14. No additional Premium for Reinstatement.
15. Political Violence and Terrorism
16. Including assembling and dismantling of land rigs
17. All road risk cover on Land rigs

POLICY TYPE**GROUP PERSONAL ACCIDENT INSURANCE WIBA PLUS (24HOURS)****SUMMARY OF COVER:**

Covering all employees of the Insured against death or bodily injury including occupational diseases as well as but not restricted to, benefits as specified in the policy.

DEFINITION OF EARNINGS:

Basic salary and Gross Salary.

INSURED LIVES

All employees of the insured including Contract, Temporary, Casual employees, Apprenticeship and interns.

GEOGRAPHICAL BENEFITS

Worldwide- including ETHIOPIA AND COMESA REGION

LIABILITY	BENEFIT TO BE PAID
Death	96 months earnings (8 years)
Permanent Total Disability	% PTD based on 96 months' earnings
Temporary Total Disability	Weekly earnings for a max 104 wks.
Medical Expenses	Kshs. 1,500,000 per person per injury
Funeral Expenses	Kshs. 200,000 per staff
Occupational Diseases	Kshs. 20,000,000
Trauma counselling and physiotherapy	Kshs. 250,000

ESTIMATED EARNINGS

Category	Annual salaries / wages
All Staff	2,604
(i) Total Estimated Annual Gross Wages/Salary	Kshs. 7, 7 1 5 , 7 2 4 , 9 3 4 . 3 2 at 31/03/2023

EXTENSIVE CLAUSES:

1. Travel to and from work including social and sporting activities organised by or on behalf of the insured
2. The social and sporting activities extension includes travel to and from such activities as well as actual participation
3. Occupational illnesses- Kshs.20M
4. Accumulation limit Kes. 750,000,000/= per event
5. Age limit - 18 to 65 years
6. Including Airfares for treatment
7. Annual declaration of actual earnings and premium adjustment
8. Automatic additions/deletions
9. Cancellation notice - 30 days
10. Cover for working Directors
11. Disappearance clause – after ‘reasonable time has elapsed’.
12. Drugs exclusion not to apply where drugs are administered by a medical practitioner
13. Exposure clause
14. Hi-jack clause
15. Terrorism and Political Risk
16. Payment on Account
17. Medical bills to be settled on certified copies
18. Motor cycling up to 250cc
19. Mountaineering, Rugby, Basketball, football and volleyball
20. Repatriation expenses
21. Riot, strike and civil commotion
22. Temporary total disablement payable in additional to capital benefits.
23. Trustees’ clause-KENGEN
24. PTD Award of less than two (2) percent will not be subjected to medical re-examination
25. Cover to extend medical expenses for retired staff who are injured prior to retirement
26. Nil Excess clause

POLICY TYPE**GROUP PERSONAL ACCIDENT –PROFESSIONAL SPORTS****SUMMARY OF COVER:**

The Group Personal Accident Sports Insurance covers staff against accidental death and/or injury in accordance with benefits specified. The persons include members of staff engaged in company sports activities, executive directors, casuals and temporary staff contract including community who are engaged to play for KenGen and students on attachment.

Total number insured per event – 100

GEOGRAPHICAL AREA:

Worldwide

BENEFITS:

BENEFIT	COMPENSATION
Death	Kshs. 5,000,000 any one participant
Permanent Total Disablement	Kshs. 5,000,000 any one participant
Medical Expenses	Kshs. 1,000,000 per incident, per participant

EXTENSIVE CLAUSES:

1. Age limits – From 18 to 65 years.
2. Air travel as passenger in any standard type licensed aircraft.
3. Riot and strike extension.
4. Trustee clause - KenGen
5. Disappearance clause – 24 months
6. Worldwide limits.
7. Directors included.
8. Payment on account.
9. Double benefits.
10. Including death cover for road accident following heart attack
11. Including Professional Sport for Staff & local Community
12. Accumulation limit Kshs. 100,000,000/= per event
13. Physiotherapy limit of Kes.200,000

POLICY TYPE**MEDICAL PROFESSIONAL INDEMNITY COVER – MEDICAL STAFF****SUMMARY OF COVER:**

Legal liability for death/bodily injury/illness arising out of the medical activities/advice rendered at the KenGen Clinics.

- Cover includes alleged disability, sickness, disease or death of a patient following professional medical services rendered or that failed to be rendered at our clinics.

LIMITS OF LIABILITY

LIABILITY	BENEFIT
Any one claim/occurrence	Kshs. 50,000,000
Any one Year	Kshs. 50,000,000

EXCESS

10% of each and every loss subject to a maximum of Kshs. 20, 000

INSURED PRACTITIONERS:

Employees of KenGen who are qualified doctors, medical professionals or paramedical persons employed by KenGen.

JURISDICTION CLAUSE:

KENYA

EXTENSIVE CLAUSES:

1. Including auxiliary doctors – employed as relief /substitute
2. Including Use of Ambulance or any other vehicle.
3. Including gratuitous services at the scene of a medical emergency by the Doctors.
4. Including treatment in other Hospitals if deemed necessary by insured doctors.
5. Covering all nurses and all clinical officers.
6. Including legal defense even when claims are false, fraudulent and groundless
7. Extended reporting period – option to extend for 30 days after expiry
8. Pre-existing medical conditions
9. Acupuncture
10. Including Retroactive cover after five years.

POLICY TYPE**GROUP LIFE INSURANCE****SUMMARY OF COVER:**

Providing a death benefit in the event of a member's death in service before attainment or retirement age, on staff on contract in accordance with the benefits specified in the Policy. Worldwide- including ETHIOPIA AND COMESA REGION
Members of Staff as declared on payroll.

GEOGRAPHICAL INSURED PERSONS:

Total Assured lives – 4,398

BENEFITS:

EVENT	Lives	Basic Salary Only ANNUM	Sum Assured – 5 Yrs. Basic Salary
DEATH	2543	Kshs. 4,880,142,768.00 as at 31st March 2023	Kshs. 24,400,713,840.00

LAST EXPENSE BENEFITS

Funeral Expenses	L	Sum Assured / Payable
Per Staff -plus coffin & hearse	2064	Kshs 400,000-Stand alone
Per Spouse plus coffin & hearse	1855	Kshs 400,000-Stand alone
Child last expense		Kes.200,000.00

Total Assured lives; 4398

ANNUAL BASIC SALARY

Kshs. 4,880,142,768.00

MEDICAL FREE COVER LIMIT SPECIAL EXTENSIONS:

Kshs 30,000,000

1. Automatic additions and deletions of staff
2. Critical illness rider 30%
3. Claim notification – 90 days
4. Waiting period – NIL
5. Including profit sharing clause
6. Including critical illness rider
7. The benefit is payable on death whilst in the service of KenGen
8. 30 days grace period for paying premium upon expiry of the policy. After this period the Assurers go off cover immediately
9. Retirement age – 65 years
10. KenGen as a Trustee of the deceased staff / Benefits paid to KenGen
11. Including cover for HIV/AIDS related claims, chronic illnesses, illnesses of a recurring nature and pre-existing conditions
12. 24 hours for the Last Expense claim payment upon notification
13. Cover to extend COVID 19
14. Covers suicide
15. Declaration after three (3) Months

CLAIMS DOCUMENTATION:

Standard documentation to be submitted for group life only
Death Claims

- Original death certificate – for verification and return
- Certified copy of ID / Surrender of ID

No documentation for last expense other than declared schedule and burial notification.

SPECIAL CONDITION:

Cover should be enhanced, to include all special extensions as indicated above. Should an underwriter wish to continue charging for any ailment upon commencement of contract, or require us to submit further documentation for claims, this MUST be clearly indicated in the bid submitted.

Speedy settlement of claims – no more than 14 (fourteen) days upon receipt of all documentation above.

POLICY TYPE**TRAVEL INSURANCE – OVERSEAS- QUOTE PRICE PER DAY ONLY.****SUMMARY OF COVER:**

Indemnity against loss of or damage whilst abroad including medical expenses as per benefits.

PERIOD OF COVER

Any staff travelling abroad, on official duty within the policy period.

ESTIMATED TRAVELLORS

Estimated staff travelling per annum – 400 staff.

Travel Benefits for quotation-
Quote premium per day.

SECTION 1 - MEDICAL & RELATED EXPENSES	LIMIT OF COVER	DEDUCTIBLE /EXCESS
Medical Expenses	\$ 100,000	\$ 100
Medical Evacuation, Repatriation or Transport to Medical Centre Expenses	\$ 25,000	Nil
Optical Expenses – Bodily Injury Included Illness	\$ 500	Nil
Dental Expenses – Bodily Injury Included Illness	\$ 500	Nil
Follow Up Treatment in Kenya	\$ 500	Nil
SECTION 2 – PERSONAL ACCIDENT		
Accidental Death	\$ 10,000	Nil
SECTION 3 – TRAVEL GUARD ASSISTANCE SERVICES		
Cash Assistance	Assistance services	
Consular referral	Assistance services	
Emergency Travel & Accommodation Arrangements	Assistance services	
Transmission of Urgent Messages	Assistance services	
Lost Passport Assistance	Assistance services	
Visit by a family member	\$ 3,500	Nil
Return of Children	\$ 3,500	Nil
Return of Travel Companion	\$ 3,500	Nil
Legal Assistance Abroad	\$ 1,000	Nil
Motoring bail bond (advance only)		
Return of Mortal Remains or Burial Expenses	\$ 20,000	Nil
Coffin expenses	\$ 1,000	Nil
SECTION 4 – CANCELLATION OR CURTAILMENT		
Cancellation	\$ 1,500	\$ 15
Curtailment	\$ 1,500	\$ 15
SECTION 5 – BAGGAGE, MONEY, CREDIT CARDS & TRAVELLERS CHEQUES AND BAGGAGE DELAY		
Theft or damage of baggage	\$ 1,000	Nil
Baggage Single Item Limit – Theft or Damage	25% of benefit limit	Nil
Accidental loss of baggage	\$ 1,000	Nil
Baggage Single Item Limit – Accidental Loss	25% of benefit limit	\$ 10
Sub limit – Contact lenses, prescription spectacles or sunglasses (Over and above excess)	25% of benefit limit	\$ 10
Sub limit – Cellular phones/fittings/accessories	\$ 500	\$ 10
Theft of Money and credit cards & travelers’ cheques	\$ 500	\$ 10
Single item limit – Theft of Money and credit cards & travelers cheques .	\$ 500	\$ 10
Excess		\$ 10
Baggage Delay (delayed for more than 6 hours)	\$ 500	\$ 10
SECTION 9 – TRAVEL DELAY & MISSED CONNECTION		
Travel Delay (delayed for more than 4 hours)	\$ 200	\$ 10
Personal liability	\$ 100,000	\$ 10
Excess	\$ 150	\$ 10
SECTION 10 – MOTOR HIJACK		
Personal Accident	\$ 500	Nil
SECTION 11 – Hijack – After 12 Hours		
Accumulation Limit	\$ 100,000	Nil

TERRITORIAL LIMITSWorldwide cover
Includes the following countries;-

Angola, Nigeria, Pakistan, Philippines, Mexico, South America, Zimbabwe, Soviet Union,
India or Somali
Any country where KenGen will visit on official business

CLAIMS NOTIFICATION

30 Days (Death & Disability - 365days)

EXTENSIVE CLAUSES:

1. Age limit 18-75 years
2. Disappearance Clause – assumes death from injury (24months)
3. Exposure Clause – death claims
4. Arranges cover for the following services free-
 - ☐ Cash advances
 - ☐ Consular referral
 - ☐ Emergency travel – arranging including accommodation & transport
 - ☐ Transmit urgent personal messages
5. Luggage cover to include;-
 - ☐ Personal effects
 - ☐ Delay – emergency replacement of essentials
 - ☐ Travel documents, credit cards
 - ☐ Money, travellers cheques etc
 - ☐ Credit card/TC fraud
- 6 Include Covid-19 Cover

IMPORTANT
CONDITIONS:

- ☐ Medical expenses for illnesses abroad MUST be on CREDIT FACILITY and not reimbursement. The Service Provider should be able to demonstrate this prior to inception of cover.
- ☐ SPEEDY service. Delivery of original letters to the Embassy within 24hours, and respective travel cards.
- ☐ Quotation should be based on a deposit fee and price per day.

POLICY TYPE**MEDICAL INSURANCE - BOARD DIRECTORS****SUMMARY OF COVER:**

Covering medical expenses for Board Directors whilst still in office, in accordance with statutory Act limits.

INSURED DIRECTORS:

AS DECLARED

BENEFITS:

INPATIENT	ENTITLEMENT PER DIRECTOR
Inpatient	Kshs. 2,000,000 per year
OUTPATIENT	ENTITLEMENT PER DIRECTOR
Outpatient	Kshs. 100,000 per year
Dental	Kshs. 50,000 per year
Optical	Kshs. 50,000 per year
Consultation Fees Limit	Kshs 5,000 per visit or as agreed with KenGen.
OTHERS	
Funeral Expenses	Kshs. 100,000

PANEL OF PROVIDERS

KenGen will have the right to negotiate the panel of preferred list of providers before inception of cover. The hospitals should include the major hospitals. This right will remain throughout the contract period.

MAIN CREDIT FACILITIES

<u>Scope of Cover</u>	<u>Limit & Sub Limits</u>
<input type="checkbox"/> Inpatient services	Kshs. 2,000,000
<input type="checkbox"/> Pre-Existing Conditions & Chronic ailments and-HIV/AIDS related illnesses	Kshs. 1,500,000
<input type="checkbox"/> Post Hospitalization	Kshs. 100,000
<input type="checkbox"/> Inpatient non accidental dental cover	Kshs. 100,000
<input type="checkbox"/> Inpatient non accidental Ophthalmological	Kshs. 100,000
<input type="checkbox"/> Accommodation Private room	

SPECIAL EXTENSIONS:

Cover includes the following

- 1 Age limits – From 18 to 65 years.
- 2 Enhanced cover must include Dental expenses within its scope
- 3 Enhanced cover must include Optical expenses within its scope
- 4 Cancellation of policy – 30-days’ notice from Insurers or KenGen
- 5 Use of ambulance, transport and air fares during emergency and road rescue including emergency treatment/ evacuation.
- 6 Post accidental benefit for accident and surgical admissions within thirty days after discharge limit of Kshs 100,000
- 7 Congenital defects limit of Kshs. 300,000
- 8 Internal and external surgical implants, appliances, joints replacement and prostheses up to the overall limits.
- 9 Health check-up Kshs 30,000
- 10 Maternity including normal/C-section Kshs. 300,000
- 11 Emergency air rescue due to a life threatening illness on emergency road rescue leading to hospitalization.
- 12 Day care surgery.
- 13 Major Organ transplant.
- 14 Include COVID 19 cover

SPECIAL CONDITIONS

- 24HOURS helpline
- Category of rooms –Private Rooms
- No waiting period
- Limits per illness/accident should be within entitlement

POLICY TYPE**GROUP PERSONAL ACCIDENT – BOARD DIRECTORS**

SUMMARY OF COVER:

Covering the following persons against accidental death and/or injury in accordance with the benefits specified here, including injuries whilst engaged in company business.

INSURED PERSONS:

Non-Executive Directors Including the Chairman, whilst traveling on or engaged in company business Total number – 8

GEOGRAPHICAL AREA:

Worldwide

BENEFITS:

BENEFIT	Limit Per Director)
Death	Kshs. 5,000,000
Permanent Total Disablement	Based on Kshs. 5,000,000
Total Temporary Disablement	NO COVER
Medical Expenses	Kshs. 500,000 per incident
Repatriation of Assured	Kshs. 1,000,000 per incident

ACCUMULATION LIMIT

Description	Accumulation Limit
Any One Person	Kshs 5,000,000
Any One Occurrence	Kshs 40,000,000
Any One Year	Unlimited

EXTENSIVE CLAUSES:

1. Accumulation limit Kshs. 40,000,000/= per event
2. Accompanying next of kin return fare
3. Age limit - 18 to 85 years
4. Including Airfares for treatment within Medical expenses limit
5. Double benefits.
6. Duty only for Directors
7. Worldwide limits.
8. Cancellation notice - 30 days' notice
9. Disappearance clause – after ‘reasonable time has elapsed’
10. Drugs exclusion not to apply where drugs are administered by a medical practitioner
11. Exposure clause – illness following exposure following an accident
12. Hi-jack clause
13. Motor cycling up to 250cc
14. Mountaineering (excluding use of ropes and guides), Rugby, Basketball, Football and volleyball
15. Payment on account
16. Riot, strike and civil commotion
17. Trustees clause – KenGen as a Trustee
18. Cover to include COVID 19 virus

POLICY TYPE**DIRECTORS & OFFICERS LIABILITY**

SUMMARY OF COVER:

Indemnity of amounts which the insured shall become legally liable to pay as compensation including agreed defense costs and expenses resulting from any wrongful Act by the insured in their capabilities and Directors and/or Senior Officers of KenGen.

INSURED PERSON(S):

All employees of the insured including Executive and Non-Executive Directors

LIMITS OF LIABILITY

LIABILITY	BENEFIT
Any one claim/occurrence	Kshs. 500,000,000
Any one Year	Kshs. 500,000,000

SPECIAL EXTENSIONS:

1. Corporate Reimbursement
2. Personal Liability
3. Entity Cover
4. Employment Practices Liability
5. Including Lifetime run-off cover for retired directors for acts committed during their tenure
6. Including insured vs insured
7. Including Civil fines and penalties
8. Outside directorships
9. Representation at investigations and examinations
10. New subsidiaries
11. 30 days discovery period following non-renewal of the policy which can be extended to 12 months on payment of 25% additional premium
12. Subrogation
13. Other Insurance
14. Notice and Authority
15. Including Defense costs for Fraud & Dishonesty
16. Political interpretation – Kenya
17. Choice of Law Clause
18. Operative
19. Retroactive cover

OPERATIVE CLAUSE:

Indemnity against claims made to Directors either jointly or severally where the latter becomes legally liable to pay compensation costs and expenses incurred in defense of the claim which would have arisen out of wrongful acts in their capacity as directors

POLICY TYPE**ALL RISKS****SUMMARY OF COVER:**

Physical loss or damage to the specified property arising from any cause not excluded by the policy.

INTEREST AND SUMS INSURED:

Miscellaneous office equipment including factory equipment, Satellite dishes and antennae's telecommunications equipment, mobile phones, laptops, iPads, Television sets and telephone switchboards, pumps,-Cables and ducts, laboratory equipment and medical equipment , Geochemistry ,Geological , Geophysics mobile radio equipment and every company items that are portable and equipment not specifically insured elsewhere.

Total sum insured - Kshs 250,000,000.
Schedule to follow

EXCESS

Nil Excess

BASIS OF VALUATION:

Reinstatement / replacement

GEOGRAPHICAL AREA:

Worldwide

EXTENSIVE CLAUSES:

1. Subject to Average condition
2. Pairs and Sets clause
3. Reinstatement Value Clause
4. Automatic Additions and Deletions Clause
5. Riot, Strike and Civil Commotion Extension
6. Deletion of Fire & Theft Cover Only Clause
7. Reinstatement of Loss Clause
8. Cancellation notice 30 days
9. The insured shall take all reasonable precautions to prevent loss of or damage to the property insured.
10. Including goods in the open
11. Nil Excess
12. Equipment less than three (3) years will not be subjected

POLICY TYPE**ELECTRONIC EQUIPMENT**

SUMMARY OF COVER:

Unforeseen loss or damage to machinery declared by any accidental cause whilst working, at rest dismantling or reassembly for maintenance, movement or repair.

INTEREST AND SUM INSURED:

AS DECLARED BELOW

Sec I: Material Damage

1	Material Damage / Limit of Liability	Sum Insured
	Total Sum Insured	Kshs. 275,616,453
2	External data and hardware	Kshs. 60,872,035
		Kshs. 336,488,488

Sec II: Consequential Loss

1	Increased cost of working:	Sum Insured
	Rental of substitute data processing equipment, personnel expenses, Expenses for transport of materials	Kshs. 10,000,000
2	On pre-recording /recompiling of data	Sum Insured
	Expenses for reconstruction and re-recording of information	Kshs. 1,000,000
	In aggregate	Kshs. 11,000,000

INDEMNITY PERIOD :

BASIS OF VALUATION :

New Replacement Value

GEOGRAPHICAL AREA :

Laptops - Worldwide
All Others - Kenya

RECOMPILATION OF DATA:

Costs incurred after an incident in re-recording data on new tapes, cards or discs Includes;
 The costs and expenses of recompiling the aforesaid data from other records following an accident on tapes, cards or discs as declared by KenGen to Insurers.

ADDITIONAL EXPENDITURE:

Costs incurred after an incident, in order to prevent or minimize the interruption of or interference with the business. Includes;

- Costs of removal to and from temporary Premises
- Expenses incurred in obtaining computer facilities elsewhere.
- Increase in rent rates and taxes
- Salaries of additional staff
- Overtime payments.

EXTENSIVE CAUSES:

1. Automatic additions / deletions clauses – 30 days
2. Automatic reinstatement of loss.
3. Clearing of debris – Kshs 100,000
4. Expediting expenses – Limit 25% of repair cost.
5. Express freight charges cover
6. Fire, lightning.
7. Flood, earthquake, subsidence or windstorm
8. Including Theft / burglary.
9. New replacement value - for items less than 3 yrs. old
10. Notice of cancellation - 30 days
11. Riot, Strike and Civil Commotion
12. Transit cover for laptops
13. Temporary removal
14. Theft Extension
15. Including goods in the open

IMPORTANT CONDITIONS:

- Power surge claims - computer equipment to be replaced and not repaired. Insurers should take up the salvages and no delays in payment where full documentation has been provided.
- There should be no request for a demand letter from Kenya Power we will submit ref numbers where available.
- Equipment less than 3 years will not be subjected to deductible/Excess

POLICY TYPE**POLITICAL VIOLENCE, TERRORISM & SABOTAGE****SCOPE OF COVER:**

Indemnity against the insured ascertained Net Loss for any occurrence against physical loss or damage to buildings and contents belonging to KenGen or for which they are held responsible caused by;-

- Acts of terrorism
- Sabotage
- Political Violence
- Riots ,Strikes,&/Civil Commotion
- Malicious Damage
- Insurrection,Revolution or Rebellion
- Mutiny and /or Coup d'Etat
- War &/or Civil War
- Looting

TERRITORIAL LIMITS;

KENYA

INTEREST & SUM INSURED:

Description	Any One Occurrence / Year
Total value of KenGen Assets	Kshs. 388,871,367,691/=
Limit of Liability	Kshs. 50,000,000,000
Business Interruption	Kshs. 5,000,000,000/=

EXTENSIVE CLAUSES :

1. Including Debris Removal, Buildings, Substations,
2. Equipment, contents and stock,
3. Electronic data – limited cover
4. Gross profit cover
5. Cancellation notice minimum 30 days.
6. Denial of access
7. All Special Perils A-H

POLICY TYPE**MONEY INSURANCE****SUMMARY OF COVER:**

Indemnity against the risk of loss of money which means and includes cash and/or currency notes occasioned by robbery or theft or any other cause whatsoever whilst in transit or whilst on the premises as described in the policy.

DEFINITION OF MONEY:

“Cash, Bank and Currency Notes, Cheques, Bankers Drafts, Money Orders Unused postage, Revenue and NHIF Stamps and Cards and Other negotiable instruments including unexpended units of Franking machines”

INTEREST AND SUMS INSURED:

Description	Limit of Liability
1) Money in transit to and from bank for all stations including wages until paid out	Kshs. 1,000,000/=
2) Money in premises during and outside business hours in areas of KenGen Operations	Kshs. 2,000,000/=
3) Money in custody of senior staff	Kshs. 1000,000/=
4) Contents of Franking Machines	Kshs. 100,000/=
5) Loss or damage to Safes& Strong room	Kshs. 1,500,000/=
Estimated Annual Carry	Kshs. 30,000,000/=

BASIS OF VALUATION:

Cash - Indemnity
Safe - Reinstatement

TRANSIT WARRANTY:

Money Above Kshs 2,000,000 to be escorted by a recognized security firm

EXTENSIVE CLAUSES:

1. Cover following loss by Fire, Explosion and Earthquake
2. Riot Strike and Civil Commotion
3. Personal Accident/ Assault of employees Limit-Kshs.500,000
4. Infidelity of employees discovered within 3 (Three) working days
5. Cost of replacement of lost safe keys
6. Notice of cancellation 30 days
7. Jurisdiction clause-Kenya
8. Hold up clause – Kshs. 500,000
9. Policy subject to annual declaration of total cash carried and premium adjustment
10. Fire, explosion, earthquake and all special perils
11. Infidelity of employees – discovery period 90 days occasioned by larceny or misappropriation during transit between bank and KenGen accompanied by simultaneous absconding of such employee
12. Cost of replacement of lost keys

POLICY TYPE**FIDELITY GUARANTEE**

SUMMARY OF COVER:

Indemnity against loss of money and/or stock caused by fraud or dishonesty of the insured employees.

POSITIONS COVERED:

Description	Limit
Any one claim	Kshs 100,000,000
Any one person	Kshs 50,000,000
Any one period	Kshs 300,000,000

Claims Preparation Clause

Kshs. 5,000,000

GEOGRAPHICAL AREA:

Kenya

DISCOVERY PERIOD:

12 months

COLLUSION CLAUSE:

Kshs. 200,000,000

EXTENSIVE CLAUSES;

1. Riot strike and civil commotion
2. Notice of cancellation 30 days
3. Automatic Reinstatement of Loss
4. Automatic additions and deletions of staff clause
5. Discovery period Twelve (12) months
6. Extension for Electronic fraud cover
7. 10%Each and Every Claim maximum Kes.100,000.00

POLICY TYPE**GOODS IN TRANSIT**

SUMMARY OF COVER:

Loss or damage to goods incidental to the business the property of the insured or held in trust or on commission whilst in transit within the territorial limits by Road/Air/Rail.

INTEREST AND LIMITS

On packed machinery and all other goods in transit belonging to and in the custody of or held in trust by the insured in connection with insured's business whilst in transit to various destinations within the country.

BASIS OF VALUATION:

Replacement at cost price including transport charges incurred.

CONVEYANCE

Rail/air/road/own/hired transport.

VOYAGE DESCRIPTION

Cover attaches from the time goods leave insured's premises for commencement of transit and continues until goods are delivered to the consignees address.

MAXIMUM LIMIT

Description	Limit
Any one Event	Kshs. 100,000,000/=
Any one Carry/Consignment	Kshs. 100,000,000/=

ESTIMATED ANNUAL CARRY

Kshs. 200,000,000/=

EXTENSIVE CLAUSES

1. Including holdup and hijacking.
2. Special Perils A-H
3. Including riot, strike and civil commotion.
4. Recovery from carriers' clause.
5. Annual premium adjustment clause
6. Cancellation Notice – 30 days
7. Breakage of fragile items, leakage or spillage, scratching or bruising covered during an insured peril.
8. Loading and unloading
9. Extension of debris clearance following an accident

POLICY TYPE**MARINE CARGO SEA/AIR****SUMMARY OF COVER:**

Indemnity against All Risks of loss of or damage to property of the insured (including legal liabilities for general average sacrifice and salvage charges where applicable) whilst in transit by means of the specified conveyance within the geographical limits subject to the policy terms and conditions.

VOYAGE

Voyage: From ports and/or places in the world to final destination in Kenya(transshipment) by steamer and/or air freight and/or parcel post and/or rail conveyance.

INTEREST & SUM INSURED

New machinery and/or machinery spares parts &/or chemicals packed in cases &/or Crates &/or Cartons &/or New Drums &/or Bags and all other property of the Insured as declared.

ESTIMATED ANNUAL CONVEYANCE

Kshs. 1,067,026,407

LIMIT OF LIABILITY

Description	Limit of liability
Any one Conveyance	Kshs. 1,500,000,000/=
Any one Location	Kshs. 1,500,000,000/=

CONVEYANCE

Approved steamers and/or steamers and/or air freight and/or parcel post and/or other conveyances.

BASIS OF VALUATION

C.I.F + Duty and/or VAT + 10% on the whole or as may be specifically declared in advance.

EXTENSIVE CLAUSES

1. Institute cargo clauses (A)
2. Institute cargo clauses (Air)
3. Institute strikes clauses (cargo)
4. Institute strikes clauses (Air cargo)
5. Institute war clauses (cargo)
6. Institute cargo clauses (c) including washing overboard for cargo carried on deck
7. Institute classification clause
8. Institute replacement clause (machinery) not exceed repair cost
9. Institute standard conditions for cargo contracts
10. Cargo ISM Endorsement – vessel must be ISM code certified.
11. Including damage to labels– cost of new labels or relabeling goods
12. Including loading and unloading risks.
13. Subject to theft, pilferage, and non-delivery clause.
14. Second hand replacement clause – machinery.
15. Malicious damage clause.
16. Transit extension (duration endorsement). – Up to 90 days
17. Including concealed damage. – 6 months
18. Automatic reinstatement of voyage clause.
19. Storage clause. – Up to 90 days
20. Surveys clause. – Kshs 200,000
21. Seals intact clause.
22. General average and salvage charge clause.
23. Cancellation Notice – 30 days
24. Carriers / Bailee Liability
25. Excess 2.5% of EEC Min Kes.10, 000.

POLICY TYPE**COMPANY MOTOR SPEED BOAT – COMPREHENSIVE**

SUMMARY OF COVER: COMPREHENSIVE
 Indemnity against loss of or damage to and legal liability to Third Parties arising out motor boats owned or operated by the Insured for perils at sea rivers lakes or other navigable waters. Includes cover for hull and equipment.

INTEREST AND SUMS INSURED:

Area	Vessel Name	Value
Gitaru	“SEVEN FOLKS 1’ & Naivasha	Kshs 3,500,000
	Total Value Insured Kshs 3,500,000	

LIMITS OF LIABILITY:

LIABILITY	LIMIT – KSHS.
Third Party Property Liability	5,000,000/=
Passenger Legal Liability	
<input type="checkbox"/> Any One Passenger	3,000,000/=
<input type="checkbox"/> Any One Event	5,000,000/=

SPECIAL CONDITION

Insurers to undertake free valuation of the boats

COVER EXTENDS TO;

- External accidental means including stress of weather stranded sinking or collusion
- Self-ignition lighting or explosion
- In handling loading and discharging stores equipment machinery or fuel
- Bursting of boilers breakage of shafts latent defects in hull or machinery
- Contact with aircraft
- Theft of entire craft
- Loss or damage of boat caused by negligence of any person
- sighting the bottom after stranding
- Loss or damage of crew his family or staff
- Riot, strike and civil commotion
- Special perils A-H
- Unobtainable parts clause
- Institute yacht clauses – covered when laid up / in commission including lifting launching hauling dismantling, normal maintenance
- Continuation clause
- Cover includes :-
 - * Fire *malicious acts *removal of wreck
 - *Jettison *contact with dock *Medical Expenses
 - *Piracy
- Sistership clause
- Legal expenses

POLICY TYPE
SUMMARY OF COVER:

PUBLIC LIABILITY

Indemnity against legal liability to Third Parties in respect of accidental death, bodily injury and/or illness and/or loss or damage to property incurred by the insured in the course of the insured's business.

GEOGRAPHICAL

KENYA

LIMITS OF LIABILITY::

	LIABILITY	LIMIT
1	General Liability Claims	
	Any One Claim	Kshs.500,000,000
	Any One Period of Insurance	Unlimited
	Environmental Liability extension	Kshs.200,000,000
2	Food And Drinks Claims	
	Any One Claim	Kshs. 100,000,000

GEOGRAPHICAL AREA;

WORLDWIDE – in the course of operations

EXTENSION CLAUSES

1. Cancellation (30 days) clause
2. Animals clause
3. Car park
4. Contract works
5. Plant and machinery hired out/in
6. Cross liability clause
7. Customer's equipment
8. Defective sanitation
9. Damage to leased or rented premises
10. Employees effects – Kshs 50,000
11. Guests effects – Kshs 100,000
12. Exhibitions and signboards
13. Fire, lightning, and explosion
14. First aid
15. Flood, fumes and pollution – (5% of policy Limit) caused by sudden unidentifiable unintended and unexpected incident which takes place in its entirety at a specific time
16. Food and drink
17. Goods held in trust
18. Individual liability of directors
19. Indemnity for exhibitions and sign boards
20. Indemnity to pupils (schools / colleges)
21. Indemnity to principals – liability assumed under such contracts for KenGen
22. Leased premises
23. Liability for motor accidents – vehicles not licensed for road use or designed as a tool as long as it is not required to have road traffic insurance.
24. Liability for sub-contractors and / or their workmen
25. Lifts and hoists
26. Loading and unloading on or off motor vehicles
27. Machinery and plant Motor contingent liability – claims from vehicles not for KenGen but being used for our business (excluding claims for that vehicle)
28. Marketing agreements Member to member liability
29. Private dwellings
30. Property owners and managers
31. Pedal cycles and handcarts – Kshs 5,000 (Excess Kshs 750/-)
32. Pollution clause
33. Public utilities
34. Railway sidings – where applicable
35. Riot and strike
36. Sports / social activities
37. Subsidence / collapse
38. Subrogation waiver
39. Sub-contractors / contractors
40. Temporary visits world-wide by executives
41. Tools of trade
42. Tree felling
43. Work away risks
44. Work at executives' residence
45. Include the spa
46. Out of court settlement as first option
47. Environmental Liability extension up total liability limit
48. Extension of advertising injury liability
49. Extension of gradual pollution

NB - we have contractors on most of our sites and hold contracts with them

POLICY TYPE:**PROFESSIONAL INDEMNITY**

SUMMARY OF COVER:

Indemnity against legal liability to third parties arising out of breach of professional duty through negligence.
Error or omission by the Insured or any employees of the Insured in the performance of their professional duties.

GEOGRAPHICAL

Worldwide- including ETHIOPIA AND COMESA

REGION INSURED PERSONS:

KENGEN

SPECIAL CLAUSES:

- 1.Basis – “ claims made basis” -
- 2.Breach of undertaking
- 3.Breach of warranty of authority
- 4.Dishonesty of employees or agents
- 5.Jurisdiction clause — Kenya
- 6.Infidelity of employees
- 7.Libel and slander
- 8.Loss of documents
- 9.Retroactive cover
10. All KenGen Staff Offering professional services.
11. 10% of each and every loss subject to a maximum of Kshs. 10, 000
12. Including liability during calibration

LIMITS OF INDEMNITY:

Kshs.500, 000,000

POLICY TYPE

ALL RISKS - CALIBRATION CENTRE

SUMMARY OF COVER:

Physical loss or damage to the specified property arising from any cause not excluded by the policy.

INTEREST AND SUMS INSURED:

Miscellaneous office equipment including factory equipment, Satellite dishes and antennae's telecommunications equipment, mobile phones, laptops, iPads, Television sets and telephone switchboards, pumps, -Cables and ducts, laboratory equipment and medical equipment , Geochemistry ,Geological , Geophysics mobile radio equipment and every company items that are portable and equipment not specifically insured elsewhere

Total sum insured - Kshs 32,108,147.65
Schedule to follow

Nil

EXCESS

BASIS OF VALUATION:

Reinstatement / replacement

GEOGRAPHICAL AREA:

Worldwide

EXTENSIVE CLAUSES:

1. Subject to Average condition
2. Pairs and Sets clause
3. Reinstatement Value Clause
4. Automatic Additions and Deletions Clause
5. Riot, Strike and Civil Commotion Extension
6. Deletion of Fire & Theft Cover Only Clause
7. Reinstatement of Loss Clause
8. Cancellation notice 30 days
9. The insured shall take all reasonable precautions to prevent loss of or damage to the property insured.
10. Including goods in the open
11. Nil Excess

POLICY TYPE

PLANT & MACHINERY ALL RISK- LAND RIGS

SUMMARY OF COVER:

Indemnity against loss of or damage to and legal liability to Third Parties arising out of use of LAND RIGS owned and operated by KenGen including;

- Accidental collusion, own damage and overturning
- Fire, external explosion, self-ignition lightning or burglary
- Malicious acts
- Whilst in transit including process of loading and unloading by lifts, inland waterways or elevators.
- The policy also covers sudden and unforeseen physical damage or loss due to any accidental, electrical or mechanical breakdowns to the client’s machinery and equipment whilst at work or not in use and during any clean up, inspection, overhauling or subsequent re-erection and removal to another site within the premises.
- In addition to this, a small disaster e.g. fracture of a flywheel may result in a loss affecting several machines, with high replacement/repair costs.

LIMITS OF LIABILITY:

LIABILITY	LIMIT – KSHS.
Third Party Property Damage	20,000,000
Third Party Bodily Injury/Death	Unlimited
Passenger Legal Liability	
<input type="checkbox"/> Any One Passenger	20,000,000.
<input type="checkbox"/> Any One Event	50,000,000
Sum insured	6,820,721,631.00

OTHER BENEFITS:

Towing Charges	Reimbursement
Repair Authority	Kshs. 200, 000
Medical Expenses	Kshs. 75,000
Radio Cassette	Replacement
Windscreen	Replacement

Excess 2.5% of EEC minimum Kes.50,000

**GEOGRAPHICAL AREA:
SPECIAL TERMS:**

East Africa

- Assessment of vehicles – 24 hours. upon delivery to garage
- Use of reputable garages, over and above Insurers panels
- Speedy processing of all claims
- Free Valuation by Insurers Valuer
- Replacement of windscreen by Insurers through identified supplier, No additional cost for reinstating windscreen cover
- There should be partial theft excess
- Insured drivers should begin at 18 years, holding a valid driving license. learners - year’s, young – 21yrs and below

**EXTENSIVE
CLAUSES**

1. Agreed value basis subject to undertaking valuation from Insurers valuer
2. Endorsement 19M – cover against staff suing KenGen
3. Endorsement 19K – cover against spouses and family of staff suing KenGen
4. Including branding of vehicles
5. Including excess without anti-theft device
6. Jurisdiction clause-Kenya
7. Legal Liability of passengers for acts of negligence
8. Motor Contingent Liability
9. Replacement /unobtainable parts
10. Replacement cost for NEW vehicles less than 12 months
11. Special perils cover
12. Strike, Riot and Civil Commotion
13. Use by motor trader
14. No additional Premium for Reinstatement.
15. Political Violence and Terrorism
16. Including assembling and dismantling of land rigs
17. All road risk cover on Land rigs
18. Include Political Violence and Terrorism

POLICY TYPE	DRONES INSURANCE
SCOPE	Indemnity is against loss, damage, or liability, arising out of an accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.
	SECTION I LOSS OF OR DAMAGE TO UAS
	The Insurers will at their option pay for, replace or repair, accidental, loss of or damage to the UAS described in the Schedule arising from the risk covered, including disappearance if the UAS is unreported for sixty (60) days after the commencement of Flight, but not exceeding the Amount Insured as specified in the policy subject to other terms and conditions.
	SECTION II LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)
	The Insurers will indemnify the insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the UAS or by any object falling therefrom.
INTERESTS/SUMS INSURED	Kes. 28,700,000/=
EXTENSIONS	Spares Extension Endorsement Transit Extension Endorsement Hull "War And Allied Perils" Extension Endorsement Premises Liability Personal And Advertising Injury Liability Riots, Terrorism, Confiscation, Sabotage And Unlawful Seizure Carried Electronics And Permanent Components "Payload" (I.E., Cameras & Installed Equipment)
EXCLUSIONS	Owned cargo Wear and tear Employee dishonesty Noise pollution Electromagnetic field (EMF) Munitions

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Procuring Entity" means the Procuring Entity or party who employs the Insurance Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling.
- j) "Party" means the Procuring Entity or the Insurance Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Insurance Provider;
- l) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
- n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Insurance Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment 1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties, e t c

The Insurance Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.21 Effectiveness of Contract

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2.2 Duration and Commencement of Services

The Commencement date and duration of the insurance

cover shall be **specified in the SCC**.

2.3. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5. Termination

2.5.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.5.1:

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become insolvent or bankrupt;
- c) If, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If the Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.5.2 By the Insurance Provider

The Insurance Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If the Procuring Entity fails to pay any monies due to the Insurance Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Insurance Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Insurance Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Insurance provider shall pay or refund to the Procuring Entity any moneys paid but for which no consume rate services were provided.

3 Obligations of the Insurance Provider

3.1 General

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole

remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities as signed to them under this Contract;
- b) During the term of this Contract, neither the Insurance Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 Reporting Obligations

The Insurance Provider shall submit to the Procuring Entity there ports and documents specified in Appendix B in the form, in the numbers, and within the periods set for thin the said Appendix.

3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub- Clause 3.4 shall become and remain the property of the Procuring Entity, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Insurance Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is specified in **the SCC**. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Insurance Provider. Payment of liquidated damages shall not affect the Insurance Provider's liabilities.

3.6.2 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.7 Performance Security

The Insurance Provider shall be required to provide Performance Security to the Procuring Entity.

3.8 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4 Insurance Provider's Personnel

The contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

5 Obligations of the Procuring Entity

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

6 Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

6.2 Contract Price

The price payable is **set forth in the SCC**.

6.3 Terms and Conditions of Payment

Payments will be made to the Insurance Provider according to the payment schedule **stated in the SCC**.

6.4 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Insurance Provider for each day of delay at the rate stated in **the SCC**.

7 Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the industry

8 Settlement of Disputes

8.1 Amicable Settlement

Any party with dispute against the other party shall give notice to the other party, requesting the party to make good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

8.2 Arbitration if the Insurance Provider is a Kenyan firm

8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

- 8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
- 8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:
- i) Law Society of Kenya, or
 - ii) Chartered Institute of Arbitrators (Kenya Branch), or
 - iii) Insurance Institute of Kenya, or
 - iv) The Actuarial Society of Kenya.
- 8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.2.7 The award of such Arbitrator shall be final and binding upon the parties.
- 8.3 Failure to Comply with Arbitrator's Decision**
- 8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right it may have, refer the matter to a competent Court of law.
- 8.4 Arbitration if the Insurance Provider is a foreign firm**
- 8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p>The Parties to the Contract are:</p> <p>The Procuring Entity is KENYA ELECTRICITY GENERATING COMPANY PLC</p> <p>The Insurance Provider is _</p> <p>The contract name is _ TENDER FOR THE PROVISION OF INSURANCE SERVICES FOR THE YEAR 2023 -2024</p>
1.4	<p>For <u>notices</u>, the Procuring Entity's address shall be:</p> <p>Attention: General Manager, Supply Chain</p> <p>Postal address P.O. Box 47936 - 00100 Nairobi, Kenya</p> <p>Physical Address KenGen RBS Pension Plaza II, 9th Floor, Kolobot Road, Parklands.</p> <p>Telephone: 0711036000</p> <p>Electronic mail address: contracts@kengen.co.ke;</p>
2.1	<p>The date on which this Contract shall come into effect is 1st July 2023</p>
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement date 1st July 2023</p> <p>Duration of the coverage One (1) years</p>
8.4.1	<p>The place of arbitration shall be Nairobi, Kenya. (Nairobi Centre for International Arbitration)</p>
	<p>A Performance Security <i>shall be 10% of the contract before payment of premium</i></p>
	<p>Thirty days after submission of invoices and other relevant documents including reinsurance confirmation.</p> <ul style="list-style-type: none"> • Advance Payment <p>Advance payment is not applicable.</p>